

Exhibit No:	_____
Issue:	Gas Transportation Service Proposed Tariff Changes
Witness:	Kristina Embry
Type of Exhibit:	Direct Testimony
Sponsoring Party:	Spire Missouri Inc.
Case No.:	GR-2022-0179
Date Testimony Date:	April 1, 2022

SPIRE MISSOURI INC.

CASE NO. GR-2022-0179

DIRECT TESTIMONY

OF

KRISTINA EMBRY

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SCHEDULES:

- KME-D1 – Clean Version of Proposed Transportation Service Tariff**
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DIRECT TESTIMONY OF KRISTINA EMBRY

I. INTRODUCTION

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Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Kristina Embry. My business address is 800 Market Street, St. Louis, MO 63101.

Q. WHAT IS YOUR PRESENT POSITION?

A. I am the Director of Business and Economic Development for Spire Missouri Inc. (“Spire Missouri” or the “Company”).

Q. HOW LONG YOU HAVE HELD YOUR POSITION, AND WHAT ARE YOUR RESPONSIBILITIES?

A. I have held my current role since March 2022. My responsibilities include managing a team of business and economic development representatives responsible for adding and retaining new commercial and industrial customers, building and maintaining relationships with the region’s largest industrial customers, and working with Missouri’s economic development agencies to attract new business to the region.

Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND EMPLOYMENT EXPERIENCE.

A. I received a Bachelor’s of Science degree in Business Administration from Saint Louis University in 1991. I was employed by Laclede Gas Company (“Laclede Gas”) for over 20 years before it became Spire Missouri. Through my career, I have worked in marketing, commercial sales, and business development roles, which have involved working directly with commercial and industrial customers, as well as industry partners. I have experience coordinating, scheduling, and billing third-party natural gas deliveries, developing, and implementing transportation tariffs, and coordinating economic development.

1 **Q. HAVE YOU PREVIOUSLY FILED TESTIMONY BEFORE THE MISSOURI**
2 **PUBLIC SERVICE COMMISSION (“COMMISSION” OR “PSC”)?**

3 A. No, I have not.

4 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

5 A. The purpose of my testimony is to discuss Spire Missouri’s proposed changes to its gas
6 transportation tariffs, the reasons for those proposed changes, and Spire Missouri’s goal of
7 normalizing gas transportation customer tariffs and related rules across its service
8 territories.

9 **II. CURRENT GAS TRANSPORTATION TARIFFS**

10 **Q. DESCRIBE SPIRE MISSOURI’S CURRENT SERVICE TERRITORY.**

11 A. Spire Missouri is a local gas distribution company that serves nearly 1.2 million homes and
12 businesses in Missouri. Spire Missouri serves two distinct service territories in the state:
13 (1) Spire Missouri East, which serves St. Louis and other communities in eastern Missouri,
14 and (2) Spire Missouri West, which serves Kansas City and other communities in western
15 Missouri.

16 **Q. WHAT TYPES OF CUSTOMERS DOES SPIRE MISSOURI SERVE ON ITS**
17 **SYSTEM?**

18 A. There are many different customer classes defined in Spire Missouri’s tariffs, including
19 residential customers, as well as large and small commercial and industrial customers.
20 However, primarily these groups of customers fall into one of two categories—firm sales
21 customers and transportation customers.

22 **Q. WHAT IS THE DIFFERENCE BETWEEN SPIRE MISSOURI’S FIRM SALES**
23 **CUSTOMERS AND TRANSPORTATION CUSTOMERS?**

1 A. Firm sales customers purchase natural gas supplies directly from Spire Missouri.
2 Residential homes are a typical example of this type of customer. Transportation
3 customers, by contrast, purchase natural gas supply and pipeline transportation from an
4 entity other than Spire Missouri. In that situation, purchased gas is delivered to Spire
5 Missouri's Citygates, and Spire Missouri delivers that gas to the customer's location. In
6 other words, for transportation customers, Spire Missouri simply serves as the delivery
7 service for gas sourced and purchased elsewhere. During times of emergency,
8 transportation customers are the first to be curtailed so that Spire Missouri can maintain
9 service to its firm sales customers such as homes, small businesses, and other essential
10 services customers, or human needs customers, such as hospitals and nursing homes.

11 **Q. WHAT ROLE DO RETAIL GAS MARKETERS SERVE FOR TRANSPORTATION**
12 **CUSTOMERS?**

13 A. Retail Gas Marketers (sometimes also referred to as agents or suppliers) are companies that
14 contract with end use transportation customers to supply natural gas to those customers.
15 The Retail Gas Marketer arranges for the purchase and interstate transportation of natural
16 gas on behalf of the transportation customer. Retail Gas Marketers are responsible for
17 ensuring that the natural gas being used by their customers actually arrives at Spire
18 Missouri's Citygate, and the transportation customers rely on them for this function.

19 **Q. DOES SPIRE MISSOURI HAVE SPECIFIC RULES THAT APPLY TO RETAIL**
20 **GAS MARKETERS?**

21 A. The rules applicable to Retail Gas Marketers are minimal in the current tariff. Historically,
22 Retail Gas Marketers have been required to obtain approval from the Company before they

1 can act as an agent for a customer. This was done by the Retail Gas Marketer making
2 direct contact with the Company.

3 **Q. WHICH TARIFFS CURRENTLY GOVERN TRANSPORTATION CUSTOMERS**
4 **WITHIN THE TWO SERVICE TERRITORIES?**

5 A. With regard to Spire Missouri West, Sheet Nos. 9 through 9.4 contain the current
6 Transportation Service (“TS”) schedule. For Spire Missouri East, Sheet Nos. 10 through
7 10.15 set forth the current Large Volume Transportation Service schedule, which includes
8 numerous pages (Sheet Nos. 10 through 10.8) that are applicable to transportation
9 customers.

10 **Q. WHY ARE THERE DIFFERENT TARIFFS GOVERNING TRANSPORTATION**
11 **CUSTOMERS IN THESE TWO SERVICE TERRITORIES?**

12 A. The different tariffs reflect remnants of Laclede Gas (now known as Spire Missouri East)
13 and Missouri Gas Energy (now known as Spire Missouri West) before the two companies
14 became Spire Missouri. Laclede Gas acquired Missouri Gas Energy in 2013, and later
15 rebranded the combined utility as Spire Missouri Inc. Spire Missouri East and Spire
16 Missouri West continue to retain much of the original transportation tariff provisions of
17 their respective predecessor companies.

18 **Q. WHAT ARE THE CURRENT ELIGIBILITY REQUIREMENTS FOR**
19 **TRANSPORTATION CUSTOMERS?**

20 A. In the Spire Missouri East service area, customers are eligible for gas transportation service
21 if the customer has annual gas usage that exceeds 300,000 Ccf for a primary facility, and
22 at least 200,000 Ccfs annually for a secondary facility (for customers with more than one
23 location). Spire Missouri East tariffs also have demand-based rates for transportation

1 customers. Demand charges, also referred to as reservation charges, are charges paid in
2 addition to a baseline, or “customer charge,” and typically are based on a customer’s
3 highest peak day usage. For large industrial and commercial customers, which generally
4 have consistent, predictable gas usage that does not vary much based on season or weather,
5 demand charges stay consistent and help the utility accommodate and plan for the delivery
6 of a consistent amount of energy to these customers. In order to be a transportation
7 customer, a Spire Missouri East customer must have a billing demand of at least 1,500 Ccf
8 per day for a primary facility, and 1,000 Ccf per day for a secondary facility.

9 **Q. WHAT ARE THE CURRENT ELIGIBILITY REQUIREMENTS FOR SPIRE**
10 **MISSOURI WEST CUSTOMERS?**

11 A. Spire Missouri West tariffs have a threshold requirement for eligibility for transportation
12 service of an annual usage that exceeds just 30,000 Ccf—which is significantly lower than
13 Spire Missouri East’s threshold requirement. Accordingly, transportation customers in
14 Spire Missouri West’s service territory represent a much broader portion of its customer
15 base. The Spire Missouri West tariffs also include a contract demand feature, which
16 essentially gives customers the option to contract for a set firm amount of gas. This is
17 conceptually different from Spire Missouri East, and only a small number of customers
18 take advantage of this option.

19 **Q. WHAT IS THE CURRENT DEMAND CHARGE APPLICABLE TO SPIRE**
20 **MISSOURI EAST TRANSPORTATION CUSTOMERS?**

21 A. Spire Missouri East transportation customers pay a monthly reservation charge of \$0.612
22 per billing demand Ccf. Those customers also pay volumetric charges of \$0.02559 for the
23 first 36,000 Ccf transported per month and \$0.01071 for all Ccf transported in excess of

1 36,000. On the other hand, Spire Missouri West transportation customers pay no
2 reservation charge, do not have a contract demand charge similar to Spire Missouri East,
3 and have higher volumetric charges of \$0.05512 per Ccf for the first 36,000 Ccfs delivered,
4 plus \$0.04300 per Ccf for all additional gas delivered. The customer charges also differ
5 for Spire Missouri East and Spire Missouri West customers.

6 **Q. DOES SPIRE MISSOURI INCLUDE THE TRANSPORTATION CUSTOMER**
7 **SUPPLY REQUIREMENTS IN ITS RELIABILITY PLANNING PROCESS?**

8 A. No. Since transportation customers opt to have the Retail Gas Marketers purchase their
9 gas supplies, Spire Missouri excludes their usage from its reliability analysis and does not
10 acquire firm transportation or storage capacity, or firm supply, to serve the transportation
11 load.

12 **Q. WHAT IS AN OPERATIONAL FLOW ORDER (“OFO”)?**

13 A. An OFO is a notice to transportation customers on Spire Missouri West’s system (or their
14 agents) of an unusual situation impacting Spire Missouri West’s distribution system that
15 requires Spire Missouri to deviate from its normal tariff rules. It requires the Retail Gas
16 Marketers’ daily nominations to meet or exceed their customer’s daily usage. There are
17 two types of OFOs under Spire Missouri West’s Tariff—Standard OFOs and Emergency
18 OFOs. The Tariff allows Spire Missouri West to issue an OFO “to protect the integrity of
19 its system or any portion thereof and/or to ensure compliance with the requirements of
20 upstream pipeline companies.” (Operational Flow Orders, TRPR Priority of Service, B.2.,
21 PSC MO No. 9, Sheet No. 16.8).

22 **Q. DOES SPIRE MISSOURI EAST HAVE SIMILAR RULES FOR OFOS?**

1 A. To some extent, yes. Spire Missouri East has a provision in its tariff that permits the
2 Company to issue a “limitation order” to limit a customer’s use of gas to its Daily
3 Scheduled Quantities. (Large Volume Transportation Service, Character of Service, B.1.,
4 PSC MO No. 9, Sheet No. 10.1). However, the content of this provision is distinct from
5 the OFO provisions applicable to Spire Missouri West customers.

6 **Q. WHAT ARE THE CURRENT PENALTIES FOR UNAUTHORIZED OVER- OR**
7 **UNDER-DELIVERIES DURING AN OFO?**

8 A. Under Spire Missouri West’s tariff, unauthorized over- or under-deliveries are penalized
9 as follows:

10 (i) Standard OFO Penalties: For each day of the Standard OFO, the
11 greater of five dollars (\$5) or two and one-half (2½) times the daily
12 midpoint stated on Gas Daily’s Index for Southern Star Central Gas
13 Pipeline (Oklahoma) times the MMBtu of Unauthorized Over- or
14 Under-deliveries that exceed the tolerance level applicable under
15 Section B-5-a Tolerance Levels.

16 (ii) POC and Emergency OFO Penalties: For each day of the POC or
17 Emergency OFO, the greater of ten dollars (\$10) or five (5) times
18 the daily midpoint stated on Gas Daily’s Index for Southern Star
19 Central Gas Pipeline (Oklahoma) times the MMBtu of Unauthorized
20 Over-or Under-deliveries that exceed the tolerance level applicable
21 under Section B-5-a Tolerance Levels.(Operational Flow Orders,
22 TRPR Priority of Service, B.2., PSC MO No. 9, Sheet No. 16.9).

23 **Q. ARE THERE CIRCUMSTANCES UNDER WHICH SPIRE MISSOURI WEST**
24 **AND SPIRE MISSOURI EAST MAY INTERRUPT SERVICE TO**
25 **TRANSPORTATION CUSTOMERS?**

26 A. Yes, under the rules and regulations for service, both Spire Missouri East and Spire
27 Missouri West may, in the event the Company is unable to meet total natural gas
28 requirements due to extreme weather conditions, OFOs from pipelines, reduction in supply,
29 or other system operating conditions, or a combination thereof, “temporarily curtail natural

1 gas loads to the extent necessary to maintain service required to protect basic human
2 needs.” (Rules and Regulations, Emergency Curtailment Plan, Rule 21, PSC MO No. 9,
3 Sheet No. R-17.) In the event Spire Missouri must curtail service to customers, “all service
4 to transportation customers is to be interrupted.” (Rules and Regulations, Emergency
5 Curtailment Plan, Rule 21.1, PSC MO No. 9, Sheet No. R-17.)

6 **Q. ARE THERE COMPLICATIONS WITH ISSUING OFOS OR OTHERWISE**
7 **CURTAILING SERVICE WHEN CUSTOMERS HAVE CRITICAL NEEDS FOR**
8 **GAS SERVICE?**

9 A. Yes. While there currently is no specific policy in place, Spire Missouri makes every effort
10 to avoid discontinuance of service to customers with a human need for gas service. Given
11 the lack of any clearly defined group of “human needs” customers, whether a transportation
12 customer can or should be curtailed can be a subjective decision. However, in general,
13 Spire Missouri would avoid curtailing service to hospitals, nursing homes, and like
14 facilities, if at all possible.

15 **III. THE IMPACT OF EXTREME WEATHER EVENTS**

16 **Q. PLEASE DESCRIBE THE WEATHER EVENTS OF FEBRUARY 2021.**

17 A. In early February 2021, unprecedented, historic cold temperatures spread across the Central
18 and Southern Plains over approximately one week, as part of an extreme weather event
19 known as Winter Storm Uri. The cold temperatures resulted in snow and ice into the
20 Northern Plains down through Texas and caused power outages for nearly 10 million
21 people across central United States.¹ Kansas City had temperatures from -13 to 23 degrees

¹ “Assessing the U.S. Climate in February 2021,” National Centers for Environmental Information, National Oceanic and Atmospheric Administration, Report, <https://www.ncei.noaa.gov/news/national-climate-202102>.

1 during this period, with one to three inches of snow. Springfield had temperatures from -
2 15 to 19 degrees, with seven inches of snow on February 17, 2021. In Missouri, the cold
3 temperatures resulted in rolling electrical blackouts and extreme natural gas price spikes.²

4 **Q. HOW DID WINTER STORM URI AFFECT SPIRE MISSOURI AND ITS**
5 **CUSTOMERS?**

6 A. As also discussed in the direct testimony of Company Witness Scott A. Weitzel, the storm
7 affected the pricing and supply of natural gas in Missouri for a period of about seven days
8 between February 12 and February 19, 2021. In anticipation of upstream supply issues
9 stemming from the near record low temperatures forecast for the Texas/Oklahoma
10 production regions and in preparation for the expected increase in natural gas supply during
11 this time, Spire Missouri West made several service requests to shift gas service and secure
12 additional gas supply. Additionally, on February 10, 2021, Spire Missouri West
13 implemented a standard OFO, which was in effect February 12-18, 2021.

14 **Q. WHAT WAS THE LANGUAGE OF THE SPIRE MISSOURI WEST OFO?**

15 A. The Spire Missouri West OFO stated: “In order to maintain and protect that integrity of
16 our distribution system, Spire Missouri is requesting that all end users control their usage
17 to avoid any Under-Deliveries.” The OFO further reminded customers and Retail Gas
18 Marketer’s to “see [the Spire Missouri] tariff for the charges with non-compliance with this
19 Standard OFO.”

20 **Q. WHY DID SPIRE MISSOURI WEST ISSUE THE OFO?**

21 A. There were two primary purposes of the OFO. First, Spire Missouri West sought to ensure
22 that enough natural gas was delivered into the Spire Missouri West system to maintain

² Order Directing Staff to Investigate and Submit Report at 1, *In re Cause of the Feb. 2021 Cold Weather Event*, No. AO-2021-0264 (Feb. 24, 2021).

1 sufficient system pressure throughout the duration of Winter Storm Uri. A portion of the
2 daily sendout on the system is supported by Citygate deliveries from marketers serving our
3 transportation customers and is not part of Spire Missouri's reliability planning analysis.
4 Without sufficient natural gas deliveries, there was a risk that system pressure could have
5 dropped to a point that would have caused uncontrolled outages. The OFO was intended
6 to prevent this scenario from occurring. Second, the OFO was designed to ensure that
7 Spire Missouri West would not be subject to OFO penalties on upstream pipelines as the
8 point operator. Such penalties could have been imposed on Spire Missouri West due to a
9 failure of marketers to balance their deliveries with transportation customer usage each
10 day.

11 **Q. WHAT WAS EXPECTED FOR TRANSPORTATION CUSTOMERS AND**
12 **MARKETERS, BASED ON THE LANGUAGE OF THE OFO?**

13 A. The OFO simply required marketers to be in balance for each day of the OFO period to
14 ensure the marketers were bringing in enough supply to cover the usage of the
15 transportation customers they serve, and it also requested that transportation customers
16 control their usage during this period. The OFO was intended to avoid any under-deliveries
17 to ensure adequate supply and system pressure for all customers on the Spire Missouri
18 West system.

19 **Q. DURING THIS PERIOD, DID SPIRE MISSOURI WEST EXPERIENCE LOW**
20 **PRESSURE ISSUES ON ITS SYSTEM?**

21 A. Spire Missouri West largely did not experience low pressure issues during Winter Storm
22 Uri. However, it is my understanding that on the night of February 15-16, 2021, system
23 pressures dropped to dangerously low levels on the Southern Star system in Southwest

1 Missouri due to loss of supply from Oklahoma, coupled with rolling blackouts in the
2 Springfield area, that had detrimental impacts to Southern Star's pressures. As a result,
3 Spire Missouri West initiated its Emergency Curtailment Plan in that area.

4 **Q. DURING WINTER STORM URI, DID SPIRE MISSOURI WEST HAVE TO**
5 **CURTAIN ANY OF ITS TRANSPORTATION CUSTOMERS?**

6 A. No. Although Retail Gas Marketers were reducing supply to end user transportation
7 customers, and in some cases, not providing any supply, Spire Missouri West was able to
8 enter the market and obtain sufficient additional gas supply to provide natural gas to all
9 customers on its system. This included both the firm customers whose gas supply needs
10 Spire Missouri West plans for, as well as the transportation customers whose needs Spire
11 Missouri West generally do not plan for except when their Retail Gas Marketers fail to
12 perform, as occurred during Winter Storm Uri.

13 **Q. HOW MUCH DID SPIRE MISSOURI SPEND TO OBTAIN THE EXTRA**
14 **SUPPLY?**

15 A. It is my understanding Spire Missouri spent nearly \$50 million on additional gas supply to
16 cover Retail Gas Marketers' unauthorized under-deliveries.

17 **Q. ASIDE FROM EXPERIENCING THE LARGE NUMBER OF UNAUTHORIZED**
18 **UNDER-DELIVERIES, HOW ELSE DID TRANSPORTATION CUSTOMERS**
19 **RESPOND TO THE HIGHER PRICES AS A RESULT OF WINTER STORM URI?**

20 A. During and directly following Winter Storm Uri, Spire Missouri West's Business
21 Development personnel received numerous inquiries from transportation customers asking
22 to be removed from transportation service. The consequences of the higher storm prices
23 were a factor, as well as the customers' realization they were a poor fit for the transportation

1 rate given the potential for interruption and/or curtailment. Following Winter Storm Uri,
2 seventeen Spire Missouri West transportation customers officially canceled their
3 transportation contracts and chose to join the firm sales rate in Spire Missouri West's
4 territory after Winter Storm Uri.

5 **Q. WHY DO YOU CHARACTERIZE THESE CUSTOMERS AS A POOR FIT FOR**
6 **TRANSPORTATION RATES?**

7 A. Transportation customers on the Spire Missouri West system include grocery stores,
8 hospitals, and restaurants, and others categorized as human needs or that provide essential
9 services. Many commercial customers, such as restaurants or grocery stores, do not have
10 the practical ability to lower their usage to respond to price in the same way that large
11 volume customers like factories do. Accordingly, some customers cannot do anything to
12 mitigate the impact of extreme prices. Moreover, Spire Missouri West recognized during
13 Winter Storm Uri that implementing the curtailment terms of its tariff would be difficult to
14 impose given the critical nature of so many transportation customers in the Spire Missouri
15 West area. Because the threshold requirement for transportation service is so low, many
16 Spire Missouri West customers on the transportation tariff are not the typical "industrial"
17 customer that can curtail their process usage, nor would they have any backup fuel source
18 as many industrial customers do. Curtailing natural gas service to customers of that type
19 would cause problems for the communities we serve.

20 **Q. WHAT DID SPIRE MISSOURI LEARN AS A RESULT OF ITS EXPERIENCE**
21 **SERVING CUSTOMERS DURING WINTER STORM URI?**

22 A. Winter Storm Uri caused Spire Missouri to consider how transportation customers and
23 marketers can impact the system and service reliability. In particular, Spire Missouri

1 observed that smaller commercial customers that cannot curtail or curb their usage are
2 better served under the Company’s firm service rate schedules. Those customers were the
3 most distressed about the high prices experienced and most likely to call Spire Missouri to
4 ask to be taken off transportation rates. Spire Missouri also observed that these customers
5 frequently indicated that they provided critical services and their service could or should
6 not be curtailed in any amount. A number of smaller transportation customers seemed to
7 be unaware that their service could be curtailed by Spire Missouri or the pipelines. In some
8 cases, Retail Gas Marketers were not communicating with these smaller customers during
9 Winter Storm Uri, which created confusion and concerns among customers. More
10 concerning was the fact that some Retail Gas Marketers were not providing sufficient
11 quantities of gas necessary to serve these customers – so Spire Missouri had to make sure
12 it purchased enough gas to serve these customers, despite not typically planning to do so.

13 **IV. PROPOSED CHANGES TO GAS TRANSPORTATION TARIFFS**

14 **Q. IS SPIRE MISSOURI PROPOSING TO CHANGE THE GAS TRANSPORTATION**
15 **TARIFFS IN THIS PROCEEDING?**

16 **A.** Yes. Spire Missouri is replacing its current Tariff Sheet No. 9, with a First Revised Tariff
17 Sheet No. 9 for Transportation Service (“TS”) in this proceeding. As a result of those
18 changes, Spire Missouri is proposing to remove the current LVTS Tariff Sheet No. 10 from
19 its tariff since the terms of that tariff will now be included in our proposed Transportation
20 tariff Sheet 9. Additionally, Spire Missouri is replacing the current Transportation
21 Provision (TRPR), Tariff Sheet No. 16, with its proposed Human Needs Transport Program
22 Tariff, which I will discuss further below.

1 **Q. PLEASE FURTHER DESCRIBE PROPOSED TRANSPORTATION TARIFF**
2 **SHEET 9.**

3 A. The proposed transportation service tariff will govern the relationship between Spire
4 Missouri, transportation service customers, and Retail Gas Marketers who have been
5 granted authority to act on behalf of such customers taking transportation service. Among
6 other things, Spire Missouri is proposing to align transportation threshold provisions (along
7 with other terms) across the state to make the tariffs easier to administer and understand
8 for both the Company and its customers. Accordingly, one tariff will contain the rules
9 applicable to transportation customers and Retail Gas Marketers in both areas of the state
10 that the Company serves. Spire Missouri created this consolidated tariff based on best
11 practices from the tariffs for both areas, and it includes standards and guidelines for Retail
12 Gas Marketers operating on Spire Missouri’s system. In addition, the Company has created
13 new terms and conditions for service for our “human needs” transportation customers,
14 which also allow aggregation of these customers. Spire Missouri is proposing to enhance
15 its emergency curtailment plan rules and regulations to ensure the approved plan is easily
16 understood by customers and Retail Gas Marketers alike.

17 **Q. PLEASE DESCRIBE SCHEDULE KME-D1.**

18 A. Schedule KME-D1 is a clean copy of the proposed Transportation Service tariff.

19 **Q. BROADLY SPEAKING, WHY IS SPIRE MISSOURI PROPOSING THESE**
20 **CHANGES?**

21 A. Winter Storm Uri and other experiences have shown that Spire Missouri’s current
22 transportation service tariff could be improved in various ways. The proposals in this

1 proceeding seek to adopt sensible improvements that will benefit Spire Missouri, Retail
2 Gas Marketers, our customers, and the public at large.

3 **Q. WHAT ARE THE ELIGIBILITY REQUIREMENTS FOR THE PROPOSED**
4 **TRANSPORTATION SERVICE TARIFF?**

5 A. Customers eligible for transportation service are: (1) commercial or industrial customers
6 utilizing at least 150,000 Ccf of gas annually with a billing demand of at least 1,500 Ccf
7 per day, (2) schools receiving transportation service under the Experimental School
8 Transportation Program (“STP”) tariff schedule, and (3) those commercial and industrial
9 customers receiving transportation service under the Human Needs Transport Program
10 (“HNTP”) tariff schedule.

11 **Q. HOW DOES THE ELIGIBILITY THRESHOLD DIFFER FROM THE CURRENT**
12 **TARIFFS?**

13 A. As discussed in more detail above, the current minimum thresholds are 300,000 Ccf
14 annually in the eastern Missouri service territory, and 30,000 Ccf annually in the western
15 Missouri service territory.

16 **Q. APPROXIMATELY HOW MANY CUSTOMERS WILL THE PROPOSED**
17 **ELIGIBILITY ADJUSTMENT IMPACT?**

18 A. There are currently 589 active Spire Missouri West transport accounts. If the annual use
19 threshold increases to 150,000 Ccfs, then 375 accounts would no longer qualify and would
20 be placed on the Large General Service (“LGS”) sales rate. In the Spire Missouri East
21 territory, there currently are 151 transport accounts. If the annual use threshold was
22 lowered to 150,000 Ccfs, there are an additional 157 Spire Missouri East LGS accounts
23 that would qualify for the rate.

1 **Q. WHAT ARE THE PURPOSES OF THE ELIGIBILITY CHANGES?**

2 A. The goal of the eligibility changes is to ensure that customers on the Transportation Service
3 tariff are sufficiently large and have the required specialization to understand the
4 contractual obligations under the tariff, and also have the ability to scale their usage based
5 on market conditions. During Winter Storm Uri, we discovered that many customers then
6 on the transportation service tariff were unaware they could be curtailed if their Retail Gas
7 Marketer did not supply gas, and some customers were unable to decrease their usage or
8 understand that their gas supply could be curtailed under emergency conditions.

9 **Q. WHY WILL ADJUSTING THE ELIGIBILITY THRESHOLD BENEFIT**
10 **CUSTOMERS?**

11 A. Raising the annual use threshold requirement for transportation eligibility will help protect
12 smaller customers, especially those providing essential services, from potential
13 curtailment. As explained above, many smaller customers in the Spire Missouri West
14 could not curtail their gas usage, due to the practical realities of their business. By
15 transitioning them to the general service tariff, they will not only gain stability of service,
16 but the price of gas will be steadier than realized with a Retail Gas Marketer. Additionally,
17 Spire Missouri will be able to better plan for service to these customers, as we do for all
18 general service customers and those customers will be better served during unusual
19 circumstances that might occur during a winter storm Uri-type event. Better widespread
20 planning will benefit all Spire Missouri customers.

21 **Q. HOW WOULD THE PROPOSED CHANGE IMPACT SPIRE MISSOURI WEST**
22 **CUSTOMERS THAT CURRENTLY TRANSPORT WITH A LOAD OF 30,000-**
23 **150,000?**

1 A. These customers would be phased out of the transportation class as their supply contract
2 with their Retail Gas Marketer ends. These customers would then be placed on a general
3 service rate, likely LGS.

4 **Q. THE ELIGIBILITY REQUIREMENTS REFERENCE THE HUMAN NEEDS
5 TRANSPORT PROGRAM (“HNTP”). WHAT IS THE HNTP PROGRAM?**

6 A. The HNTP program is intended to allow for critical human needs customers to maintain
7 transportation service during emergencies or unforeseen circumstances. Under the current
8 transportation tariff, customers such as hospitals, food processing plants, jails, and nursing
9 homes are subject to having gas supply cut off. Realizing that public safety would not be
10 served by curtailing service to these types of customers, Spire Missouri is proposing to
11 create a special rate classification for customers that want to be on the transportation tariff
12 and not be subject to curtailment or having their gas supply interrupted. We are proposing
13 the HNTP Program tariff be identified as Sheet No. 16, replacing the existing Sheet No. 16
14 tariff, Transportation Provisions. A copy of new Sheet No. 16 is attached as Schedule
15 KME-D2.

16 **Q. ARE THERE ANY OTHER BENEFITS TO THE HNTP PROGRAM?**

17 A. Yes. Because potential customers will need to apply to participate in the HNTP program,
18 Spire Missouri will now be able to vet customers for eligibility in the HNTP program
19 before emergency circumstances arise. Additionally, Spire Missouri will be in a position
20 to better plan for continuity of service to these customers.

21 **Q. THE ELIGIBILITY REQUIREMENTS ALSO REFERENCE THE CURRENT
22 EXPERIMENTAL SCHOOL TRANSPORTATION PROGRAM (“STP”). ARE
23 ANY CHANGES BEING PROPOSED IN RELATION TO THE STP?**

1 A. No. We are not proposing any changes to the experimental school transportation program
2 as it relates to the transportation service tariff.

3 **Q. HOW MANY CUSTOMERS CAN PARTICIPATE IN THE TRANSPORTATION**
4 **SERVICE TARIFF?**

5 A. Qualifying transportation customers will be added on a first-come, first-served basis up to
6 a maximum of 100 customers per year, but not less than 50 customers, assuming more than
7 50 customers apply and qualify for such service. However, in any year, if Spire Missouri
8 determines that it is feasible to convert more customers than specified above, Spire
9 Missouri will do so on a first-come, first-served basis. These thresholds are simply for
10 administrative ease.

11 **Q. DO YOU BELIEVE THESE CHANGES WILL BENEFIT SPIRE MISSOURI**
12 **CUSTOMERS?**

13 A. Consistency will benefit customers, Retail Gas Marketers, and the Company's
14 administration of the tariffs. Some of Spire Missouri's customers operate in both
15 territories, and I believe simplifying our transportation tariffs will help customers not only
16 understand the intricacies of the rate, but also provide consistency regardless of the region
17 in which they conduct business.

18 **Q. THE NEXT SECTION OF THE TRANSPORTATION SERVICE TARIFF**
19 **ENUMERATES THE RELATIONSHIP OF THE CUSTOMER, THE RETAIL GAS**
20 **MARKETER AND SPIRE MISSOURI. WOULD YOU LIKE TO EMPHASIZE**
21 **ANY PORTION OF THIS?**

22 A. Yes. While we are trying to make these provisions easier to follow by listing them together
23 as opposed to piecemeal as they are currently, subsection B.2.(d) is a new concept. It states

1 that gas delivered to Spire Missouri for transport must be delivered at a Citygate location
2 acceptable to Spire Missouri for each customer, as set forth in the contract between Spire
3 and each transportation customer.

4 **Q. WHAT WAS THE IMPETUS FOR THIS PROPOSED RULE?**

5 A. During Winter Storm Uri, gas was being delivered at many different locations that were
6 not necessarily proximate to the customer that nominated the gas, and problems arose. At
7 a high level, it is my understanding that when Retail Gas Marketers deliver a significant
8 amount of gas to a single interconnection point on the system (or a few interconnection
9 points), it can cause problems for the Company in delivering gas to all areas of the system.
10 We are trying to avoid future scenarios where one or a few interconnection points become
11 the area where too much gas is delivered for customers who are not located nearby. We
12 believe that having the final say on where gas is to be delivered will reduce this risk and
13 that the certainty will lead to smoother operations in an emergency situation.

14 **Q. SECTION C ADDRESSES THE APPLICATION FOR AND COMMENCEMENT**
15 **OF SERVICES BY RETAIL GAS MARKETERS. PLEASE DISCUSS THE**
16 **REGISTRATION PORTION OF THIS SECTION.**

17 A. The tariff would formalize the process for a Retail Gas Marketer to register with Spire
18 Missouri. The registration process is meant to be fair, uniform, and objective for all market
19 participants. Additionally, the registration process will lead to smoother operations. For
20 instance, during the emergency caused by Winter Storm Uri, it was a challenge to
21 coordinate with certain Retail Gas Marketers. Additionally, some Retail Gas Marketers
22 did not have appropriate technical staff available. The proposed tariff would require Retail
23 Gas Marketers to possess sufficient technical capabilities by maintaining a technical staff

1 available around the clock, as well as require marketers to provide, upon request, contact
2 information of such technical staff to Spire Missouri.

3 **Q. THE REGISTRATION SECTION ALSO DISCUSSES RETAIL GAS MARKETER**
4 **CREDITWORTHINESS AND OTHER FINANCIAL MATTERS. WHAT IS THE**
5 **PURPOSE OF THOSE REQUIREMENTS?**

6 A. Initially, the rule provides that the Retail Gas Marketers must acknowledge their financial
7 responsibility for Cash Out balances and all Penalties for Unauthorized Usage.
8 Traditionally, the Retail Gas Marketers pays for imbalances and Penalties and bills the
9 transportation customer per the terms of their contract. During Winter Storm Uri, however,
10 there was confusion between Retail Gas Marketers and their customers as to whether Retail
11 Gas Marketers or customers were responsible for the payment of Penalties that arose – and
12 in some cases Retail Gas Marketers were not paying Penalties. The new rule will remove
13 all such doubt. The new rule also requires Retail Gas Marketers to provide information
14 requested by Spire Missouri for evaluating the Retail Gas Marketers’ creditworthiness.
15 The purpose of this requirement is to ensure that Retail Gas Marketers are able to pay any
16 Penalties that may arise. The creditworthiness requirement also helps protect
17 transportation customers.

18 **Q. THE REGISTRATION SECTION ALSO REQUIRES THAT RETAIL GAS**
19 **MARKETERS SUBMIT THEMSELVES TO THE JURISDICTION AND**
20 **SUPERVISION OF THE COMMISSION. WHY IS THAT IMPORTANT?**

21 A. During Winter Storm Uri, the Commission was unable to provide oversight over Retail
22 Gas Marketers. There were instances in which Commission supervision of Retail Gas
23 Marketers would have led to better customer protection and prevented certain detrimental

1 actions by some Retail Gas Marketers. Even though Spire Missouri was unable to avail
2 itself to assistance from the Commission, Retail Gas Marketers had the opportunity to file
3 complaints to the Commission about Spire Missouri. The proposed tariff language would
4 simply make the Commission available to supervise the transportation service tariff when
5 requested by either party, or a customer.

6 **Q. CAN YOU NEXT DISCUSS SECTIONS C(2) AND (3), WHICH ADDRESS**
7 **SUSPENSION AND REVOCATION OF THE RETAIL GAS MARKETER BY**
8 **SPIRE MISSOURI?**

9 A. Yes. While the current tariffs implicitly allow for Spire Missouri to suspend or revoke a
10 Retail Gas Marketer, Spire Missouri wants to formalize these procedures.

11 **Q. DOES THE TARIFF ADDRESS A SITUATION OF A CUSTOMER WITHOUT A**
12 **RETAIL GAS MARKETER?**

13 A. Section C(4) would allow Spire Missouri, in the event a transportation customer has no
14 currently appointed Retail Gas Marketer, to, at its discretion, serve as the customer's gas
15 supplier on an interim basis. If a transportation customer is without a Retail Gas Marketer
16 for a period of thirty (30) or more days, Spire Missouri may transfer such customer to an
17 appropriate non-transportation service class. In my opinion, this is a generous amount of
18 time to give the customer to find a new Retail Gas Marketer. It is important for Spire
19 Missouri to know when it is responsible for planning for the gas needs of its customers.
20 Currently, Spire's tariffs do not address this situation at all, even though it occurs with
21 some regularity.

22 **Q. SECTION C(5) ALLOWS SPIRE MISSOURI TO KEEP A LIST OF CURRENTLY-**
23 **AUTHORIZED RETAIL GAS MARKETER. WHY?**

1 A. In the event Spire Missouri is contacted by a customer who enquires into possible Retail
2 Gas Marketers, Spire Missouri would be able to provide a full list on a non-discriminatory
3 basis to such inquiring customer.

4 **Q. IS SPIRE MISSOURI PROPOSING ANY CHANGES TO THE PRIORITY OF**
5 **SERVICE PORTION OF THE TRANSPORTATION SERVICE TARIFF?**

6 A. Yes. Spire Missouri is proposing to tweak small portions of this section to conform with
7 practical considerations. During Winter Storm Uri, it became very challenging to provide
8 fulsome advance notice to all customers regarding OFOs and curtailment. Therefore, Spire
9 Missouri is proposing to add some reasonable flexibility regarding OFOs and their length,
10 as well as to whom notice is provided. Spire Missouri is also proposing to make explicit
11 certain implicit concepts, such as physical curtailment being authorized in order to
12 effectuate a curtailment.

13 **Q. PLEASE EXPLAIN ADDITIONAL CHANGES TO THE OFO PROCESS IN THE**
14 **PROPOSED TRANSPORTATION SERVICE TARIFF.**

15 A. The Company has proposed to update the penalty section of the tariff, in addition to adding
16 a reference to specific indexes for each of the Missouri service territories. For the Western
17 Missouri Service Territory: Southern Star Central Gas Pipeline, Inc. (Texas, Kansas,
18 Oklahoma, and if Platt's does not publish an index price for Southern Star, then the
19 alternate index price approved by FERC for use by Southern Star Central will be
20 substituted), and Panhandle Eastern Pipe Line Company (Texas and Oklahoma). For the
21 Eastern Missouri Service Territory: REX, Zone 3 delivered; Texas Gas, zone 1; and Enable
22 Gas, East. The expansion of the index points is designed to prevent arbitrage at the expense
23 of Spire Missouri and its captive customers. In addition, we are proposing minor revisions

1 to the OFO notice provision to make clear that the duration of the OFO should be stated
2 only if known to the Company at the time the OFO is issued. As with Winter Storm Uri,
3 there are instances in which the duration is unknown due to the nature of the event causing
4 the OFO. This provision aligns with common industry practice.

5 **Q. IS SPIRE MISSOURI PROPOSING ANY CHANGES TO THE CASH OUT**
6 **PROCESS?**

7 A. Yes. The Company has provided further specificity regarding the rates Retail Gas
8 Marketers will be required to pay or to receive. These changes align with the current cash-
9 out process for Missouri West. The Company also updated the applicable index prices for
10 each service territory. This update is designed to prevent Retail Gas Marketers from
11 arbitraging price disparities among pipelines serving a market using Spire as a captive
12 buyer.

13 **V. STATEWIDE ALIGNMENT OF TRANSPORTATION RULES**

14 **Q. MANY OF THE TARIFF CHANGES YOU JUST DISCUSSED WERE MADE TO**
15 **MAKE THE RULES OF SPIRE MISSOURI WEST AND SPIRE MISSOURI EAST**
16 **MORE SIMILAR. WHAT ARE THE BENEFITS OF REVISING THE SPIRE**
17 **MISSOURI EAST AND SPIRE MISSOURI WEST TARIFFS TO MAKE THEM**
18 **CONSISTENT IN THIS REGARD?**

19 A. There are a number of reasons for making the tariffs more similar. Customers in both
20 territories should be treated similarly with regard to rules and regulations. The modified
21 tariffs would apply uniform standards to all Spire Missouri transportation customers and
22 their Retail Gas Marketers. Spire Missouri has customers located in both the east and west
23 service territories, who are presently subject to distinct transportation service tariffs, and

1 who will benefit from the proposed transportation service tariff consistency. Also, the new
2 proposed tariffs are designed to address concerns that can arise during extreme weather
3 events or pipeline disruptions. This approach addresses concerns related to allowing
4 smaller commercial businesses and critical needs customers, such as apartments,
5 dormitories, nursing homes and grocery stores, to be on a rate that is interruptible.

6 **Q. WILL THE CHANGES RESULT IN SOME CUSTOMERS NOW BEING**
7 **REQUIRED TO BE A SPIRE MISSOURI CUSTOMER AS OPPOSED TO**
8 **HAVING A CHOICE OF A RETAIL GAS MARKETER?**

9 A. Yes. However, they will now benefit from having a firm gas supply secured for them by
10 Spire Missouri. These customers will not be subject to the threat of interruption or
11 curtailment, nor will they have any contracts to sign with Spire Missouri or a Retail Gas
12 Marketers. There is price stability for our firm service customers, which can be of critical
13 importance for customers who do not have budgets that may be as flexible as larger
14 corporations. If these customers are served by Spire Missouri, they will not be subject to
15 the volatility in the daily market and will benefit from the weighted average cost of gas
16 provided by Spire Missouri. Additionally, some of the smaller commercial customers who
17 are currently on the transportation service rate in Spire Missouri West's territory are
18 national "chain" stores with corporate offices located outside our region. The out-of-state
19 locations of corporate offices often poses communication difficulties for OFOs or billing
20 issues. Personnel at local stores do not have any familiarity with the contractual obligations
21 of their natural gas service. In addition, by being a firm service customer with Spire
22 Missouri, smaller customers will no longer have to contend with the possibility of a Retail
23 Gas Marketer abruptly cancelling their service. Since Winter Storm Uri, we understand

1 that certain Retail Gas Marketers suddenly stopped delivering natural gas on behalf of the
2 customer and cancelled customers' service agreements without notifying the customer or
3 Spire Missouri. This resulted in transportation customers using natural gas that is reserved
4 for our firm service customers. There are administrative issues associated with how to bill
5 a transport customer for the direct use of company-owned natural gas. This situation
6 primarily has occurred with our smaller commercial transport customers and does not tend
7 to occur with large industrials.

8 **VI. CURTAILMENT**

9 **Q. WHAT CHANGES IS SPIRE MISSOURI PROPOSING WITH RESPECT TO ITS** 10 **CURTAILMENT RULES?**

11 A. We are proposing minor revisions to the steps in our Emergency Curtailment Plan, Rule
12 21.1 on Sheet R-17 of the Company's Tariff Rules & Regulations to better align the steps
13 with the extensive emergency contingency planning conducted since the Company's last
14 general rate case, and to reflect some lessons learned from Winter Storm Uri. These
15 changes also incorporate the creation of the new Hntp customer class. Specifically, the
16 revisions clarify that school aggregation and Hntp customers are exempt from Step 1
17 curtailment of Transportation Service customers. We've also learned that, in many cases,
18 the Company does not have a current inventory of which customers have operational
19 alternate fuel capabilities, or the extent of those capabilities. Accordingly, we have revised
20 Step 2 to clarify that such curtailments will be made only to the extent such capabilities are
21 actually known to the Company. In Steps 4 and 5, we have included a definition of
22 minimum building protection, dormant plant and product protection volumes. These
23 concepts have always been a part of the Emergency Curtailment Plan, but the definitions

1 provide more guidance to customers about the level of usage expected when these steps
2 are implemented. Finally, we've added Step 6 to clarify that, in extreme situations, the
3 Company may need to implement controlled outages in sections of its distribution system
4 in order to preserve service to other portions of the system. A copy of the redlined changes
5 to Sheet R-17 is attached as Schedule KME D-3.

6 **Q. WHY ARE THESE CHANGES IMPORTANT?**

7 A. These proposed changes provide greater clarity to both customers and Company personnel
8 as to customer responsibilities and service priorities when the Emergency Curtailment Plan
9 is activated. They address specific deficiencies uncovered during Winter Storm Uri, and
10 also align with the Company's new contingency plan documents filed with the Commission
11 in File No. GO-2022-0022. These plans, and the proposed changes to the Emergency
12 Curtailment Plan rules, best position the Company to maintain service during emergencies.

13 **VII. CONCLUSION**

14 **Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

15 A. Yes.

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of Spire Missouri Inc.'s
Request for Authority to Implement a
General Rate Increase for Natural Gas
Service Provided in the Company's
Missouri Service Areas.

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Case No. GR-2022-0179

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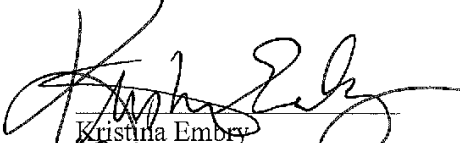
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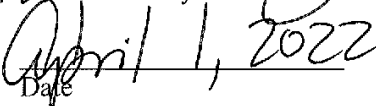
I, Kristina Embry, of lawful age, being first duly sworn, deposes and states:

1. My name is Kristina Embry. I am the Director of Business and Economic Development for Spire Missouri Inc. My business address is 800 Market St., St Louis, Missouri, 63101.

2. Attached hereto and made a part hereof for all purposes is my direct testimony on behalf of Spire Missouri Inc. for the above referenced case.

3. Under penalty of perjury, I hereby declare that the foregoing is true and correct to the best of my knowledge and belief.



Kristina Embry


Date

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of Spire Missouri Inc.'s)
 Request for Authority to Implement a)
 General Rate Increase for Natural Gas)
 Service Provided in the Company's)
 Missouri Service Areas.)

Case No. GR-2022-0179

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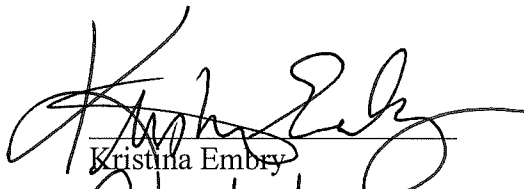
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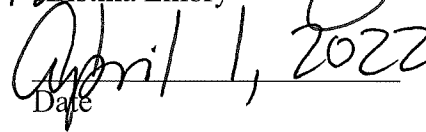
I, Kristina Embry, of lawful age, being first duly sworn, deposes and states:

1. My name is Kristina Embry. I am the Director of Business and Economic Development for Spire Missouri Inc. My business address is 800 Market St., St Louis, Missouri, 63101.

2. Attached hereto and made a part hereof for all purposes is my direct testimony on behalf of Spire Missouri Inc. for the above referenced case.

3. Under penalty of perjury, I hereby declare that the foregoing is true and correct to the best of my knowledge and belief.



 Kristina Embry


 Date

TRANSPORTATION SERVICE
TS

A. Availability:

1. This Tariff shall govern the relationship between the Company, Transportation Service customers, and the Retail Gas Marketers (RGM) who have been granted authority to act on behalf of such customers taking transportation service.
2. Transportation service under this tariff will be made available to eligible customers upon request and subject to the requirements provided below when the Company has sufficient distribution system capacity. If the Company determines that it does not have sufficient distribution system capacity to provide the requested service, it will provide to the customer requesting transportation service a written explanation of its distribution system capacity determination and a preliminary indication of the necessary changes to facilities, the approximate cost and the time required to provide such requested transportation service.
3. Customers eligible for transportation service are: (1) commercial or industrial customers utilizing at least 150,000 Ccf of gas annually with a billing demand of at least 1,500 Ccf per day, (2) schools receiving transportation service under the Experimental School Transportation Program (STP) tariff schedule, and (3) those commercial and industrial customers receiving transportation service under the Human Needs Transportation Program (HNTP) tariff schedule.
4. Qualifying transportation customers will be added on a first-come, first-served basis up to a maximum of 100 customers per year, but not less than 50 customers (if more than 50 customers apply and qualify for such service). However, in any year, if Spire Missouri determines that it is feasible to convert more customers than specified above, Spire Missouri will do so on a first-come, first-served basis.
5. Telemetry will be required for all non-school customers taking transportation service under this tariff, as set forth in Section E.

DATE OF ISSUE: April 1, 2022

DATE EFFECTIVE: May 1, 2022

ISSUED BY: Scott Weitzel, Vice President, Regulatory & Governmental Affairs
Spire Missouri Inc., St. Louis, MO. 63101

TRANSPORTATION SERVICE
TS

B. Relationship of the Customer, the RGM, and the Company:

1. Customer and Company

- a. The Customer purchases delivery services from the Company under this tariff.
- b. The Company shall deliver to the Customer volumes of gas which are thermally equivalent to the volumes of gas received by the Company for the Customer at a receipt point acceptable to Company, less any amount retained by Company according to Section E-1 Retainage.
- c. A transportation customer which arranges for its own supply of gas to the Company Citygate solely for their own supply requirements shall be considered as a RGM under this tariff.

2. Customer and Retail Gas Marketer (RGM):

- a. RGMs provide gas supply to the Customer pursuant to contractual arrangements that are not part of the Company's Tariffs. The Company is not a party to such contractual arrangement with the Customer taking service under this tariff, and the Company shall not be bound by any term, condition, or provision of agreement for such sale.
- b. By taking delivery services from the Company and purchasing gas supply from a RGM, a Customer authorizes that the RGM, on the Customer's behalf, will arrange for the procurement of gas, pursuant to these Terms and Conditions.
- c. Gas delivered to the Company for transport shall be free from all adverse claims, liens and encumbrances; transportation Customer and its RGM shall indemnify and save the Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys' fees and costs, arising from or out of any adverse claims by third parties claiming ownership of or an interest in said gas, caused by the failure to provide clear title to the gas. Such indemnity obligation shall be joint and several.
- d. Gas delivered to the Company for transport must be delivered at a Citygate location acceptable to the Company for each customer, as set forth in the contract between Company and each transportation Customer.

DATE OF ISSUE: April 1, 2022

DATE EFFECTIVE: May 1, 2022

ISSUED BY: Scott Weitzel, Vice President, Regulatory & Governmental Affairs
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TRANSPORTATION SERVICE
TS

2. Customer and Retail Gas Marketer (RGM) (continued):
- e. The Customer must provide authorization to the RGM by executing an RGM Agreement on the Company's then-current form to allow the RGM to act on Customer's behalf in nominating and managing the delivery of gas to the Company Citygate.
 - f. Company shall not be responsible in any way for damages or claims relating to the customer's gas or the facilities of the customer or others containing such gas prior to receipt into Company's facilities or after delivery to the customer.
 - g. Title to the Customer's gas shall at all times remain vested in the Customer. Gas transported hereunder shall be delivered to the Company in the State of Missouri, shall be used exclusively by the customer in the State of Missouri and shall not be resold by the Customer.
3. Company and RGM
- a. RGMs are not an agent of the Company and shall have no authority to enter into any agreement on behalf of the Company or to amend, modify, or alter any of the Company's tariffs, contracts, or procedures, or to bind the Company by making any promises, representations, or omissions.
 - b. An RGM arranging for delivery of gas for a Transportation Service Customer must receive Company authorization prior to delivering gas to Company's system, as set forth in section C.1 hereof. RGMs may obtain Company authorization to aggregate balancing by entering into a signed agreement with Company, which shall acknowledge the RGM's responsibilities, including those under Section E-4 Cash Out and Section F-5 Penalties for Unauthorized Usage.

DATE OF ISSUE: April 1, 2022

DATE EFFECTIVE: May 1, 2022

ISSUED BY: Scott Weitzel, Vice President, Regulatory & Governmental Affairs
Spire Missouri Inc., St. Louis, MO. 63101

TRANSPORTATION SERVICE
TS

C. Application for and Commencement of Services by RGMs:

1. Registration with Company by a Retail Gas Marketer (RGM)

A transportation Customer with average annual usage of 1,000,000 Ccf (or that is a municipal corporation or a state-regulated utility) may arrange for its own supply of gas to the Company. Citygate may act as a RGM solely for its own accounts. Such self-supplying customer will be prohibited from supplying gas to any other customer and will be treated as a RGM for the purposes of this tariff.

Prior to submitting any enrollments to Company or providing any services under this tariff, a RGM must register with the Company as provided for in this section. Company will consider a RGM registered when all the steps listed below are successfully completed and maintained.

(a) The RGM shall comply with all applicable Federal, state, regional and industry rules, policies, practices, procedures and tariffs for the use, operation, maintenance, safety, integrity, and reliability of the Pipeline transmission system (including the applicable rules and operating guidelines and procedures of the regional or national regulatory body(ies) or organization(s) and their successor and Pipeline contract reservation process).

(b) The RGM shall be deemed to possess sufficient technical capabilities if it maintains a technical staff on duty or on call 24 hours each day to operate and maintain their facilities as needed. "Technical staff" for purposes of this section means a staff of trained technical experts in gas supply, nomination changes, advisory or curtailment orders, and interruption plan implementation.

(c) The RGM shall maintain and provide to Company, upon request, a telephone number, fax number, email address and street address where its staff can be directly reached at all times. Maintenance of an answering service, or machine, pager, or similar message-taking procedure does not satisfy this requirement.

DATE OF ISSUE: April 1, 2022

DATE EFFECTIVE: May 1, 2022

ISSUED BY: Scott Weitzel, Vice President, Regulatory & Governmental Affairs
Spire Missouri Inc., St. Louis, MO. 63101

TRANSPORTATION SERVICE
TS

C. Application for and Commencement of Services by RGMs (Continued):

1. Registration with Company by a Retail Gas Marketer (RGM) (continued)

(d) The RGM may meet the above requirements by entering into one or more contracts with others to provide the required services, provided that each agent and contractor on whom the RGM relies to meet these requirements is disclosed to the Company.

(e) The RGM shall enter into a RGM Agreement with the Company on the Company's then-current form in which the Company and the RGM agree to conduct their affairs in accordance with this tariff. Such RGM Agreement shall acknowledge the RGM's financial responsibility for Cash Out balance and all Penalties for Unauthorized Usage.

(f) The RGM must provide information requested by Company for evaluating the RGM's creditworthiness to qualify for certain services. Nothing herein is required to relieve a RGM of any obligation to provide credit security or assurances as may be required by the Company. Such information shall include, but may not be limited to, a credit rating of at least BBB- by Standard & Poor's or Baa3 by Moody's, or equivalent, provided that if the RGM has credit ratings from both of these rating agencies, the lower of the two scores shall prevail. These ratings requirements need to be maintained by the RGM during the term of the RGM Agreement. Where the credit rating or equivalent is below those stated above, a prepayment or standby irrevocable letter of credit (in a form reasonably acceptable to the Company) from a major U.S. commercial bank, or the U.S. branch offices of a foreign bank, which is not the Customer or Customer's guarantor (or a subsidiary or affiliate of the Customer or Customer's guarantor) and which has assets of at least \$10 billion and a credit rating of at least A-by Standard & Poor's, or A3 by Moody's; the prepayment or letter of credit shall be in an amount equal to a period of three (3) months of estimated service charges or the duration of the TS Agreement, whichever is shorter.

(g) As a condition of accepting appointment as a RGM, RGMs submit themselves to the jurisdiction and supervision of the Commission and agree to abide by all lawful orders of the Commission respecting their activities in the State of Missouri. Commission Staff shall verify compliance with all of the foregoing requirements prior to a RGM being granted initial authorization to begin operating on Company's system.

DATE OF ISSUE: April 1, 2022

DATE EFFECTIVE: May 1, 2022

ISSUED BY: Scott Weitzel, Vice President, Regulatory & Governmental Affairs
Spire Missouri Inc., St. Louis, MO. 63101

TRANSPORTATION SERVICE
TS

C. Application for and Commencement of Services by RGMs (Continued):

2. Suspension of RGM by the Company

The Company may suspend the RGM's right to operate under this tariff for any breach of its agreement with the Company, including a breach of any obligation, representation, or warranty contained in applicable tariffs or rules. The Company will notify the RGM in writing by mail, e-mail, or fax, of the Company's intention to suspend the RGM and the date of the suspension, which shall be no less than ten business days after the date of the notice. The Company shall cease to provide service to the RGM under this Schedule on the date of suspension unless the RGM corrects the breach to the Company's satisfaction, or the Commission directs the Company to continue to provide service under this tariff.

The Company may suspend a RGM's right to provide service under this tariff immediately for any action or inaction that could, in the sole judgment of the Company, affect safety.

3. Revocation of RGM by the Company

The Company may revoke a RGM's right to provide service under this tariff immediately for any action or inaction that could, in the sole judgment of the Company, affect safety.

Company may revoke the operating authority of any RGM at any time due to the RGM's repeated failure to perform any action required by Company's Tariffs and/or Rules including, without limitation, any RGM's repeated failure to nominate or deliver sufficient gas volumes to serve its transportation customers or to make any required payment.

The Company will notify the RGM in writing by mail, e-mail, or fax, of the Company's intention to revoke the RGM and the date of the revocation, which shall be no less than ten business days after the date of the notice, except for a revocation relating to safety.

DATE OF ISSUE: April 1, 2022

DATE EFFECTIVE: May 1, 2022

ISSUED BY: Scott Weitzel, Vice President, Regulatory & Governmental Affairs
Spire Missouri Inc., St. Louis, MO. 63101

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

TRANSPORTATION SERVICE
TS

C. Application for and Commencement of Services by RGMs (Continued):

4. Customers Without an RGM

In the event a transportation Customer has no currently appointed RGM, the Company may at its discretion serve as the Customer's RGM on an interim basis. A Customer qualifying under this tariff without a RGM shall receive gas supply priced pursuant to the daily or monthly cashout section of TS including penalty charges (as applicable) for up to two Billing Periods. If a Customer has not been enrolled by a new RGM within two Billing Periods, Customer shall default to the Company's General Service Rate classification applicable based on the previous twelve (12) months' average for supply service and will not be allowed to return to TS until the next enrollment period.

5. List of Current RGMs

The Company shall keep a list of all currently authorized RGMs and may provide such list to any qualifying transportation customer or prospective customer that inquires regarding the availability of transportation RGMs.

6. Switching and Termination

A Customer to be represented by a RGM must provide the Company with an RGM agreement identifying its RGM. This authorization shall be in a form agreeable to the Company and shall remain in effect until a signed replacement is received by the Company. Information contained on the Agency Agreement should be sufficient to ensure that the Customer agrees to change from one gas supply provider to another, and to authorize a RGM access to the data necessary to facilitate such change and/or to provide said services as provided herein.

As an alternative to obtaining a written Agency Affidavit, the RGM may obtain the RGM agreement in an electronic format or the RGM may obtain proper third-party verification of an oral authorization to change gas supply providers.

A Customer may change RGMs and remain on TS by contacting the Company's Business Development Department. A request to change RGMs from a Customer must be received and processed by the Company at least twelve (12) business days but no more than 45 calendar days before the requested termination date. Such TS may only be dropped as of the first day of the next bill period.

DATE OF ISSUE: April 1, 2022

DATE EFFECTIVE: May 1, 2022

ISSUED BY: Scott Weitzel, Vice President, Regulatory & Governmental Affairs
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TRANSPORTATION SERVICE
TS

C. Application for and Commencement of Services by RGMs (Continued)

6. Switching and Termination (continued)

RGMs terminating a relationship with a TS customer shall provide the Company with written notice of the discontinuance of the relationship at least ten (10) days prior to termination. Terminations of TS customers by RGMs may become effective only on the first day of a billing cycle.

7. Pooling and Nominations

(a). Establishing an Aggregation Group

(1). The RGM shall establish its customers within each aggregation area into a pool or pools. No single pool may include customers located in more than one of the Company’s service territories (i.e. Spire East and West). RGM Customers may not belong to more than one pool. Customers not assigned to a pool shall be individually balanced.

(2). Changes to Pools: The Company must receive changes to pools, in writing, no later than four business days prior to the end of each month. Changes shall become effective on the first day of the following month except that pools shall be as designated prior to the first effective day of an Operational Flow Order (“OFO”) or Period of Curtailment (“POC”). In the event an OFO or POC overlaps the end of one month and the beginning of another, no changes to pools will become effective until the first day of the on the following month without and OFO or POC in effect.

(3). Monthly Imbalances: The RGM aggregating the pool or individual customers not belonging to a pool shall be responsible for clearing the monthly imbalance according to Section E-4, Cash Out.

DATE OF ISSUE: April 1, 2022

DATE EFFECTIVE: May 1, 2022

ISSUED BY: Scott Weitzel, Vice President, Regulatory & Governmental Affairs
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C. Application for and Commencement of Services by RGMs (Continued):

7. Pooling and Nominations (Continued)

(b). Nomination Process

All Nominations, including Intraday, shall be provided by the RGM to the Company. Customer may appoint a nominating agent, but the RGM retains responsibility for Nominations as described herein. The Nomination deadlines are as follows:

Nomination Deadlines

Day-Ahead

The RGM desiring a change of Nomination for transportation of Customer-Owned Gas shall notify Company by three hours prior to Timely Cycle, subject to confirmation by the Pipeline.

Intra-Day

The RGM desiring a change in Nomination for transportation of Customer-Owned Gas after the Day-Ahead deadline specified above shall notify Company by three hours prior to Evening Cycle, subject to confirmation by the Pipeline. The Company may accept such change to the RGM's Nomination if the Company determines in its sole discretion that such a change to the Nomination will not adversely impact the operation of the Company's gas system or adversely impact the Company's purchase and receipt of gas for other customers.

Same-Day

The RGM desiring a change in Nomination for transportation of Customer-Owned Gas after the Intra-Day deadline specified above shall notify Company by three hours prior to ID3, subject to confirmation by the Pipeline. Company may accept such change to the RGM's Nomination if the Company determines in its sole discretion that such a change to the Nomination will not adversely impact the operation of the Company's gas system or adversely impact Company's purchase and receipt of gas for other customers.

DATE OF ISSUE: April 1, 2022

DATE EFFECTIVE: May 1, 2022

ISSUED BY: Scott Weitzel, Vice President, Regulatory & Governmental Affairs
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D. Rate

For the Eastern Missouri Service Territory

The monthly charge per each separately metered location shall consist of the charges set forth below:

Customer Charge - per month	\$2207.00
Reservation Charge - per billing demand Ccf	\$0.612
Transportation Charge - per Ccf transported (*)	
For the first 36,000 Ccf transported per month	\$0.02559
For all Ccf transported in excess of 36,000 Ccf	\$0.01071

Note: Single customers with multiple accounts located on contiguous property

(*) The first block transportation shall collectively apply to no more than 36,000 Ccf of throughput in any month for each separately metered location.

Minimum Monthly Charge – The sum of the Customer Charge and the Demand Charge.

Additional Transportation Charges – For all Ccf transported, the Transportation Charge shall be increased to include the currently effective level of any other non-commodity related gas cost charge per Ccf.

Surcharges and Riders- Service provided hereunder shall be subject to the Infrastructure System Replacement Surcharge (ISRS) as set out on Sheet No. 12 and any license, occupation or other similar charges or taxes as authorized by Sheet No. 14.

Firm transportation charges, from the PGA, to be included in the monthly cash out reconciliation.

DATE OF ISSUE: April 1, 2022

DATE EFFECTIVE: May 1, 2022

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D. Rate (Continued):

For the Western Missouri Service Territory

Net Monthly Bill

The bill for each billing period shall be the sum of the Customer Charge, the Delivery Charge, the Contract Demand Charge, and the EGM Charge (Sheet No.17). Service hereunder is subject to the Infrastructure System Replacement Surcharge (ISRS) in Sheet 12, the Tax Adjustment (TA) schedule in Sheet 14 and other provisions as hereinafter described.

Fixed Monthly Charge: \$1240.00 per month

Volumetric Delivery Charge:

For all gas delivered during the billing months of November through March:

\$0.05512 per Ccf for the first 36,000 Ccfs delivered, plus
\$0.04300 per Ccf for all additional gas delivered.

For all gas delivered during the billing months of April through October:

\$0.03441 per Ccf for the first 36,000 Ccfs delivered, plus
\$0.02280 per Ccf for all additional gas delivered.

Maximum Delivery Charge: The delivery charge as stated above.

DATE OF ISSUE: April 1, 2022

DATE EFFECTIVE: May 1, 2022

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D. Rate (Continued):

For the Western Missouri Service Territory (Continued)

Minimum Delivery Charge: The higher of the above rate for zero consumption plus applicable adjustments and surcharges, or the minimum as set forth by contract, but subject to the Company's Rendering and Payment of Bills rule contained in Section 6 of the Company's General Terms and Conditions. In no event may the minimum delivery charge be below an amount equivalent to:

Basic service charge plus \$0.00053 per Ccf.

Demand related purchase gas costs of \$0.86788 per Ccf of contract demand and \$0.02853 per Ccf of daily demand for authorized sales in excess of the contract demand are directly chargeable to customers on this rate who elect to utilize the contract demand option. Revenues received from the contract demand option service shall be credited to the ACA account.

Firm transportation charges, from the PGA, to be included in the monthly cash out reconciliation.

For rates applicable to schools that are part of the Experimental School Transportation Program, please reference the STP Tariff Sheet 15.

For All Service Territories

Multiple Meter Customers — When more than one meter is set at a single address or location for the customer's convenience, a Transport customer charge shall be assessed for each of the first two meters. For each such remaining installed meter, the Fixed Monthly Charge will be \$293.38. Gas delivered through all meters set at a single address or location will be aggregated for the purpose of calculating the monthly sales or transportation charges. For purposes of applying the monthly cash out provision a transportation customer may aggregate the receipts and deliveries related to all of its facilities, provided that each facility is covered by a separate transportation contract.

Surcharges and Riders- Service provided hereunder shall be subject to the Infrastructure System Replacement Surcharge (ISRS) as set out on Sheet No. 12 and any license, occupation or other similar charges or taxes as authorized by Sheet No. 14.

DATE OF ISSUE: April 1, 2022

DATE EFFECTIVE: May 1, 2022

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D. Rate (Continued)

Late Payment Charge – Unless otherwise required by law or other regulation, 1.5% will be added to the outstanding balance of all bills not paid by the delinquent date stated on the bill. The late payment charge will not be applied to outstanding balances under \$2 or to amounts being collected through a pre-arranged payment agreement with the Company that is kept up-to-date.

Other Terms and Conditions - Service provided hereunder is subject to the Company's General Terms and Conditions as approved by the Missouri Public Service Commission.

If such failure shall continue for fifteen (15) days after such payment is due, then the Company, in addition to any other remedy it may have, may suspend further receipt and/or delivery of gas to such Customer until all overdue billing amounts are paid.

Fallback Commodity Rate - In the event the customer is not entitled to have gas delivered to the Company under an existing interstate pipeline transportation contract, or in the event of a zero- nomination, then all deliveries to the customer shall be considered unauthorized use and shall be billed unauthorized use charges at the Standard OFO rate as described in this tariff or the Company's then-current PGA rate, whichever is higher.

E. Requirements for Transportation Service:

1 Retainage: The gas retained by the Company shall be two percent of the volume delivered to the Company for transportation to the customer as compensation for Company's lost and unaccounted for and Company use gas; provided however, that upon agreement of the Company and customer in situations where actual lost and unaccounted for gas attributable to facilities serving the customer may be measured accurately, such actual measurement may be used in lieu of the two percent retainage otherwise provided in this subsection.

2 Daily Quantity of Transportation Service Gas: The customer will, as nearly as practicable, have delivered to the Company, and shall take redelivery from Company at the same uniform rate. Variations in such deliveries or redeliveries which cause the Company operating problems of any kind shall give the Company the right to discontinue receipts of such gas until such variations are corrected.

DATE OF ISSUE: April 1, 2022

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E. Requirements for Transportation Service (Continued):

3 Quality and Pressure of Transportation Service Gas: The gas delivered by a producer, RGM or pipeline to the Company for transportation to the Customer or the Customer's RGM shall conform to the standards prescribed in the Company's applicable rate schedules and General Terms and Conditions and shall at all times be merchantable gas of a quality otherwise required for the system of the Company to which the gas is being delivered. Such gas shall be free from any foreign materials such as dirt, dust, gums, iron particles, water, entrained liquids, and other impurities which might render it unmerchantable or interfere with the proper operation of pipelines, meters, regulators or other facilities through which it flows or is. The Company may refuse to receive gas not meeting the quality requirements of Section E-3-a Specifications. Acceptance by the Company of any gas not meeting the applicable quality requirements shall not obligate the Company to continue such receipts, nor shall it remove the customer's obligation to deliver gas meeting those specifications:

(a) Specifications: Unless stated otherwise in specific agreements, gas shall conform to the following specifications:

- (i). It shall not contain more than one (1) grain of hydrogen sulfide per 100 cubic feet, nor more than twenty (20) grains of total Sulphur per 100 cubic feet,
- (ii). Its temperature shall not exceed 70° Fahrenheit.
- (iii). It shall not contain more than seven (7) pounds of water vapor per 10,000 Ccf,
- (iv). It shall not contain more than 2% carbon dioxide by volume, nor more than 1% oxygen by volume,
- (v). Its BTU content shall be no less than that normally provided or currently flowing from interconnected pipelines, nor less than as provided for in an existing contract for Company's gas from that source.

(b) Determination of Quality: If the Customer or Customer's RGM contracts for the purchase of gas from a producer or pipeline who is not currently delivering gas to the Company and such gas is to be delivered directly into Company facilities, the customer will bear all expense connected with the determination of the quality of gas being delivered and any required interconnections. However, the Company's obligation to transport such gas is also contingent upon the execution of an agreement between the Company and such producer or pipeline which the Company shall not unreasonably withhold setting forth the terms of interconnection, quality standards, and the respective rights of the Company and such producer or pipeline in connection with deliveries of such gas.

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E. Requirements for Transportation Service (Continued):

3 Quality and Pressure of Transportation Service Gas: (continued)

(c) Heat Content: The heat content of the gas delivered to the customer by the Company shall be the heat content available in its system at the particular point of delivery at the time of delivery. It is recognized that the heat content at the various delivery points will vary from point to point and from time to time and nothing herein contained shall be construed as obligating the Company to alter the usual operation of its facilities to achieve deliveries of a prescribed heating value at any point or points.

(d) Measuring Heat Content of Gas Received: The heat content of the gas tendered shall be the heat content stated in BTU per cubic foot of all gas received from transporting pipeline(s) into the distribution system.

(e) Measuring Heat Content of Gas Delivered: On the Company's distribution systems served by a single transporting pipeline, the heat content of natural gas stated in BTU per cubic foot shall be the heat content of the gas delivered by the transporting pipeline. For customers transporting all gas requirements on a single transporting pipeline into a distribution system served by multiple pipelines, the BTU contents of customers' gas will be the same as the BTU contents of the transporting pipeline. For customers transporting gas on more than one pipeline, into distribution systems served by multiple pipelines, the heat content of gas delivered to Customers shall be calculated utilizing the BTU per cubic foot for each transporting pipeline multiplied by a pro rate share of the delivered transportation gas.

(f) Additional Equipment for Measuring Heat Rate: If additional BTU measurement is required by the Company or the Customer, the Company shall determine the type and location of such measurement equipment and cause the same to be installed at the customer's sole expense. For Customers requesting the installation of BTU measurement equipment hereunder, thermal balancing shall be performed on the basis of such measurement for a minimum period of twelve consecutive months following such installation. In all cases where BTU measurement devices requiring periodic or continuous sampling of the gas are to be installed, the customer shall pay the Company a monthly charge reasonably calculated to reimburse the Company for its operating expenses related to such sampling as well as other expenses incurred to measure and account for the heat content of the.

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E. Requirements for Transportation Service (Continued):

3 Quality and Pressure of Transportation Service Gas: (continued)

(g) Delivery Pressure of Transportation Service Gas: Delivery pressures to Customers shall be mutually agreed upon from time to time and shall take into account system capacity, Customer requirements, and other pertinent factors.

4 Cash Out: Monthly volumes of gas delivered to a transportation service customer should, to the extent practicable, match Company's receipts for the customer less any amount retained by Company according to Section E-1, Retainage. RGMs may balance the aggregated volumes of gas for each pool of customers they represent, according to the terms of Section C-7-A, Aggregation.

(a) Monthly Cash Out: Differences between deliveries and retainage-adjusted receipts shall be reconciled on a monthly basis between Company and a Customer or the Customer's RGM.

(i) If Company's retainage-adjusted receipts (nomination) for the Customer are less than deliveries (usage) to the customer, the Customer or the Customer's RGM shall pay:

- 1.0 times the Index Price for each MMBtu of imbalance up to and including 5% of nominations, plus
- 1.2 times the Index Price for each MMBtu of imbalance which is greater than 5%, up to and including 10% of nominations, plus
- 1.4 times the Index Price for each MMBtu of imbalance which is greater than 10% of nominations, plus
- For each MMBtu of imbalance in Western Missouri Service Territory, Southern Star Central's maximum tariff transportation rate, plus the incremental/variable storage withdrawal cost rate.
- For each MMBtu of imbalance in Eastern Missouri Service Territory, Enable MRT's maximum tariff transportation rate, plus the incremental/variable storage withdrawal cost rate.

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E. Requirements for Transportation Service (Continued)

4 Cash Out (continued)

(ii) If Company's retainage-adjusted receipts (nomination) for the Customer exceed deliveries (usage) to the Customer, the Customer or the Customer's RGM shall receive:

- 1.0 times the Index Price for each MMBtu of imbalance up to and including 5% of nominations, plus
- 0.8 times the Index Price for each MMBtu of imbalance which is greater than 5% of nominations, up to and including 10%, plus
- 0.6 times the Index Price for each MMBtu of imbalance which is greater than 10% of nominations, plus
- For each MMBtu of imbalance in Western Missouri Service Territory, Southern Star Central's maximum tariff transportation rate, plus the incremental/variable storage injection cost rate.
- For each MMBtu of imbalance in Eastern Missouri Service Territory, Enable MRT's maximum tariff transportation rate, plus the incremental/variable storage injection cost rate.

(b) Index Price: The index prices for Eastern Missouri Service Territory and Western Missouri Service Territory shall be determined as the higher of the first-of-the-month index prices published in Inside FERC's Gas Market Report for the month immediately following the month in which the imbalance occurred, which for

Western Missouri Service Territory would be the higher of Southern Star Central Gas Pipeline, Inc. (Texas, Kansas, Oklahoma) (If Inside FERC's Gas Market Report does not publish an index price for Southern Star, then the alternate index price approved by FERC for use by Southern Star Central will be substituted) or Panhandle Eastern Pipe Line Company (Texas and Oklahoma).

Eastern Missouri Service Territory would be the higher of Rex, Zone 3 Delivered, Enable Gas, East, or Texas Gas Zone 1 +.05.

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E. Requirements for Transportation Service (Continued)

5 Limitation of Transportation Service and Other Charges: Transportation shall be available only where the gas supply contracts, tariffs and schedules under which the Company obtains its gas supplies permit. Any conditions or limitations on transportation by the Company imposed by such contracts, tariffs and schedules shall be applicable to service hereunder. In the event that this transportation service causes the incurrence of demand charges, standby charges, reservation charges, penalties or like charges from the Company's gas RGMs or transporters, which charges are in addition to charges for gas actually received by the Company, such charges shall be paid by the transportation customer causing such charges, or the customer's RGM.

F. Priority of Service

1. Operational Flow Orders: The Company may issue Operational Flow Orders (OFO's) to Transportation Customers as necessary, in the Company's sole discretion reasonably exercised, to protect the integrity of its system or any portion thereof and/or to ensure compliance with the requirements of upstream pipeline companies. Any OFO, along with associated conditions and penalties, shall be limited, as practicable to address only the problem(s) giving rise to the need for the OFO. Company may issue notice of an OFO as provided in section (1) above to instruct all customers or RGMs served through a given interstate pipeline segment, on a distribution system or any portion thereof or any individual agent or customer to control their usage to avoid either Under-Deliveries or Over-Deliveries. The Company will specify in the OFO whether customers or RGMs are required to avoid Under-Deliveries, Over-Deliveries, or both. Conditions which threaten the integrity of the Company's distribution system may include but are not limited to, risk of exceeding the maximum allowable operating pressure of the distribution system segment, risk of loss of sufficient line pressure to meet distribution system delivery obligations, or other conditions which may cause the Company to be unable to deliver natural gas consistent with its tariff. Company may issue an OFO and/or POC preemptively to avoid such risks and need not wait until adverse conditions on its distribution system are actually occurring. Conditions relevant to compliance with the requirements of upstream pipelines may include, but are not limited to, 1) situations where relevant Company resources are being used at or near their maximum tariff or contractual limits; and, 2) situations where actions are necessary to comply with a relevant OFO or the functional equivalent of a relevant upstream pipeline OFO, Critical Notice or force majeure. Company's actions with respect to its OFO's shall be reasonable and consistent with the Company's tariffs and Commission rules. Where applicable, Spire Missouri may attempt to identify specific customers causing the conditions that give rise to the need for the OFO, and attempt to remedy those problems through requests for voluntary action; provided, however, exigent circumstances may exist which require immediate issuance of an OFO.

DATE OF ISSUE: April 1, 2022

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F. Priority of Service (Continued)

1 Operational Flow Orders: (continued)

(a) Standard OFO: A Standard OFO shall require the customer to take, during a period specified by the company (if known), preemptive or preventive actions and/or measures in order to neutralize or reduce threats to, or to otherwise preserve the integrity of all or a portion of Company’s system or as necessary to insure compliance with the requirements of upstream pipeline companies.

(b) Emergency OFO: An Emergency OFO shall require the customer to take immediate actions and/or measures in order to neutralize or reduce threats to, or to otherwise preserve the integrity of all or a portion of Company’s system or as necessary to ensure compliance with the requirements of upstream pipeline companies.

(c) Authorized Usage: A transportation service customer’s authorized usage during an OFO shall be equal to that customer’s daily retainage-adjusted confirmed nomination in MMbtus.

(d) Interrupted Supply: On any day on which a transportation service customer’s supply is partially or totally interrupted for any reason, that customer’s authorized usage shall be limited to the retainage-adjusted confirmed nomination in MMbtus being delivered to Company on behalf of that customer.

(e) Spire Missouri will not apply an OFO penalty to a Transportation Customer whose conduct during an OFO is compliant with the OFO or Spire Missouri directives.

(f) Curtailment of Transportation Service: A transportation service customer shall not be required to curtail as long as the customer’s gas is delivered to Company’s delivery system and the Company’s system capacity is adequate to make deliveries as provided in Section Limitations.

DATE OF ISSUE: April 1, 2022

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F. Priority of Service (Continued)

2. Period of Curtailment: Consistent with the provisions of Section Limitations, curtailment may be initiated due to a supply deficiency or limitation of pipeline capacity or a combination of both. Company may require its sales service and transportation service customers to limit, in whole or in part, their use of Company's facilities during a Period of Curtailment (POC),.

(a) Authorized Usage: Company shall, at its sole discretion, authorize customers a usage level which is appropriate to the conditions of the POC.

(b) Curtailment Priority: Curtailment priority shall be as set forth in the Company's Emergency Curtailment Plan (ECP) (Sheet R-17). In the event of a conflict between this tariff and the ECP, the ECP shall control. For purposes of curtailment priority and the ECP, Human Needs Transportation Customers will be treated as residential customers and will receive the highest service priority.

(c) Physical Curtailment Authorized: The Company shall have the right to disconnect or otherwise physically interrupt the flow of gas to any transportation customer to effectuate a POC.

(d) Exception to Curtailment Priority: Company may deviate from the ECP when, in its sole discretion, curtailing lower priority category customers would not be useful in maintaining deliveries to the higher priority customers.

(e) Relief from Liability: Company shall be relieved of all liabilities, penalties, charges, payments, and claims of whatever kind, contractual or otherwise, resulting from or arising out of Company's failure to deliver all or any portion of the volumes of gas desired by a customer or group of customers during an OFO and/or POC. The Company's relief shall apply if curtailment is according to these General Terms and Conditions or any other orders or directives of duly constituted authorities including, but not limited to, the Missouri Public Service Commission.

DATE OF ISSUE: April 1, 2022

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F. Priority of Service (Continued)

3 Notice: To the extent reasonably practical and permitted by the circumstances prevailing and known to the Company at the time, the Company shall provide at least 24 hours notification prior to the beginning of the gas day in which an OFO and/or POC will become effective, thereby providing time for Transportation Customers to adjust their nominations in accordance with the OFO. Company may make OFO's effective with a shorter notice if necessary to protect the integrity of its system and/or where such actions are necessary to ensure compliance with the requirements of upstream pipeline companies, and in such cases shall permit Transportation Customers to adjust nominations as necessary to reasonably comply with the OFO.

The Company shall attempt to give notice to each affected customer by telephone and in writing, in the manner elected by the Customer or its RGM, including facsimile and electronic mail. Notification of the Customer's RGM shall fulfill the requirement of this paragraph. During emergency situations, if providing notice to Customers by one of the previously identified methods is not practicable, the Company may use commercial radio and/or television to notify customers.

The Company will also make every reasonable effort to provide direct notification by electronic or telephonic means to each affected customer.

Notice of an OFO shall specify the general nature of the problem sought to be addressed, the anticipated duration of the required compliance, if known, and the parameters of such compliance. Upon termination of an OFO, the Company will notify transportation Customers or their RGM of the date and time the OFO will be lifted, in the same manner it provided notice of the OFO.

DATE OF ISSUE: April 1, 2022

DATE EFFECTIVE: May 1, 2022

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F. Priority of Service (Continued)

4 Unauthorized Deliveries: Over-Deliveries and/or Under-Deliveries which vary from customer's authorized usage level under an OFO or during a POC, shall be subject to the penalties described in this tariff and Company's rules and regulations Penalties for Unauthorized Usage.

(a) Individual Customers: Unauthorized Deliveries for individually balanced customers shall be calculated by comparing each customer's retainage-adjusted confirmed nominations with actual usage less contract demand.

(b) Pools: Unauthorized Deliveries for pools subject to aggregated balancing as defined under Section Aggregation, shall be calculated by comparing the group members' total retainage-adjusted confirmed nominations with their total actual usage less contract demand.

(c) Meter Reading: Actual usage during an OFO shall normally be provided by electronic gas measurement (EGM) equipment. If Company is unable to obtain data from a customer's EGM device, the customer's usage shall be determined by actual meter reads.

(d) Refusal to Comply: Company may disconnect from its system or refuse to accept the nomination of a customer which endangers system stability and/or safety by continuing to incur Unauthorized Deliveries.

DATE OF ISSUE: April 1, 2022

DATE EFFECTIVE: May 1, 2022

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F. Priority of Service (Continued)

5 Penalties for Unauthorized Usage: A customer or pool's unauthorized usage under an OFO or during a POC shall cause the incurrance of penalties. All revenues received from unauthorized use charges will be considered as gas cost recovery and will be used in the development of the gas cost recovery amount during the ACA audit as set forth in the Purchased Gas Adjustment schedule (PGA).

- (a) Tolerance Levels: Penalties shall be assessed:
 - (i) During an OFO or POC, when Unauthorized Over-Deliveries to meters exceed 5% of authorized daily delivery levels.
 - (ii) During an OFO, when Unauthorized Under-Deliveries to meters exceed 5% of authorized daily delivery levels.
- (b) Index Price: The index price shall be determined as the highest delivered cost of the published daily settle price reported in S&P Platt's Gas Daily for each OFO day for:

Western Missouri Service Territory:
 Southern Star Central Gas Pipeline, Inc. (Texas, Kansas, Oklahoma) (If Platt's does not publish an index price for Southern Star, then the alternate index price approved by FERC for use by Southern Star Central will be substituted.)
 And
 Panhandle Eastern Pipe Line Company (Texas and Oklahoma)

Eastern Missouri Service Territory:
 REX, Zone 3 delivered
 And
 Texas Gas, zone 1
 And
 Enable Gas, East

DATE OF ISSUE: April 1, 2022

DATE EFFECTIVE: May 1, 2022

ISSUED BY: Scott Weitzel, Vice President, Regulatory & Governmental Affairs
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F. Priority of Service (Continued)

5 Penalties for Unauthorized Usage (Continued)

(c) Penalties during POCs shall be:

(i) The greater of \$10 or 5 times the daily midpoint stated on S&P Platt's Gas Daily Index for the highest of all the indices stated above for each day of the POC, for each MMBtu of Unauthorized Over Delivery that exceeds the Tolerance Levels set in Section F-5-a Tolerance Levels but is no greater than 5% of the authorized delivery level for the customer or the aggregated balancing group, and

(ii) The greater of \$20 or 10 times the daily midpoint stated on S&P Platt's Gas Daily Index for the highest of all the indices stated above for each day of the POC, for each MMBtu of Unauthorized Over Delivery in excess of 5% of the authorized delivery level for the customer or the aggregated balancing group.

(d) Penalties during OFOs: Penalties for Unauthorized Over-deliveries or Under-deliveries shall be calculated as follows:

(i) Standard OFO Penalties: For each day of the Standard OFO, the greater of \$5 or 2½ times the daily midpoint stated on S&P Platt's Gas Daily Index for the highest of all the indices listed above times the MMBtu of Unauthorized Over- or Under-deliveries that exceed the tolerance level applicable under Section F-5-a Tolerance Levels.

(ii) Emergency OFO Penalties: For each day of the Emergency OFO, the greater of \$10 or 5 times the daily midpoint stated on S&P Platt's Gas Daily Index for the highest of all the indices listed above times the MMBtu of Unauthorized Over-or Under-deliveries that exceed the tolerance level applicable under Section F-5-a Tolerance Levels

(e) Responsibility for Payment: Unauthorized Over- or Under-Delivery Penalties for individually balanced Customers shall be billed to and collected from the applicable Customer. Unauthorized Over- or Under- Delivery Penalties for pools shall be billed to and collected from the RGM representing the aggregated customers. Customers will continue to have ultimate responsibility for all charges on the account in the event the RGM defaults or becomes insolvent.

DATE OF ISSUE: April 1, 2022

DATE EFFECTIVE: May 1, 2022

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F. Priority of Service (Continued)

5 Penalties for Unauthorized Usage (Continued)

(f) Full Payment a Condition Precedent to Challenge: Any party challenging the imposition or calculation of any such penalties, or seeking a waiver of such penalties, shall be required to pay to the Company the full billed amount of such penalties as a condition precedent to initiating any associated regulatory or legal action. Any RGM or Customer participating in such action agrees to submit to the jurisdiction of the tribunal in which such action is pending for purposes of enforcement of this requirement.

G. General Terms & Conditions

Service hereunder is further subject to the following terms and conditions as approved by the Missouri Public Service Commission:

1. General Terms and Conditions (GTC).
2. Purchased Gas Cost Adjustment (PGA).
3. Human Needs Transportation Program (HNTP)
4. Electronic Gas Measurement Equipment (EGM).
5. Tax Adjustment (TA).
6. Experimental School Transportation Program (STP)
7. Infrastructure System Replacement Surcharge (ISRS)
8. Emergency Curtailment Plan

DATE OF ISSUE: April 1, 2022

DATE EFFECTIVE: May 1, 2022

ISSUED BY: Scott Weitzel, Vice President, Regulatory & Governmental Affairs
Spire Missouri Inc., St. Louis, MO. 63101

TRANSPORTATION SERVICE
TS

H. Definitions

1. The following terms when used in this tariff, in the Contract and in transactions relating to such tariff or contract shall have the following meanings:

1.1 A "day" shall be a period of twenty-four (24) consecutive hours commencing at nine o'clock (9:00) a.m. Central Clock Time ("CT").

1.2 A "month" shall be a period of one calendar month commencing at nine o'clock (9:00) a.m. CT on the first day of such month.

1.3 A "year" shall be a period of three hundred sixty-five (365) consecutive days commencing and ending at nine o'clock (9:00) a.m. CT, provided that any such year which contains the date of February 29 shall consist of three hundred sixty-six (366) consecutive days.

1.4 The term "thermally equivalent quantities" shall mean two or more measured volumes of gas having the same heat content. Any reference to "quantities" of gas shall mean thermally equivalent quantities of gas.

1.5 The term "Transporter" shall mean any natural gas interstate or intrastate pipeline company identified in any transportation arrangement under which the Company is to receive customer-owned gas for delivery to such customer.

1.6 The term "transportation" shall mean the transmission, exchange or displacement of natural gas by the Company.

1.7 The term "Receipt Point(s)" shall mean the point or points specified in the Contract where the Company agrees to receive gas for transportation for the account of a specified Customer.

1.8 The term "Delivery Point(s)" shall mean the point or points specified in the Contract where the Company agrees to deliver gas transported or sold to a specified Customer.

1.9 The term "taxes" shall mean any tax, fee or charge now or hereafter levied, assessed or made by any governmental, municipal or other lawful taxing authority on the gas itself or on the act, right or privilege of producing, severing, gathering, transporting, handling, selling or delivering gas, however such taxes are measured and/or levied.

DATE OF ISSUE: April 1, 2022

DATE EFFECTIVE: May 1, 2022

ISSUED BY: Scott Weitzel, Vice President, Regulatory & Governmental Affairs
Spire Missouri Inc., St. Louis, MO. 63101

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

TRANSPORTATION SERVICE
TS

H. Definitions (Continue)

1.10 The term "CityGate" shall mean the location at which gas changes ownership or transportation responsibility from a pipeline to a local distribution company or gas utility.

1.12 The terms "timely cycle", "evening cycle" and "IntraDay 3" shall mean the start times designated by FERC in its then current Order on the subject.

I. Electronic Gas Measurement Equipment (EGM)

EGM equipment will be required for natural gas service supplied to transportation customers. EGM equipment will be required on all meters necessary to record 100% of the customer's annual natural gas usage at customer's location.

For safety, billing, and efficiency-related reasons, the Company will install, own and operate all EGM equipment. Such equipment will provide for the on-site measurement of natural gas consumed by the customer. The Company agrees to provide a data link or contact closure from the Company's EGM equipment to the Customer at the meter site so Customer can receive data in the same fashion that is available to the Company. At the Customer's request, Company will inspect and evaluate Customer's connection to the Company-owned EGM equipment during normal Company working hours. The Company will also provide and bill The Customer the actual cost for any requested assistance beyond maintenance to the Company EGM equipment connection.

The Customer is required to provide adequate space for the installation of the EGM equipment and shall provide and maintain, at its cost, electric power and telephone and/or data circuitry according to the Company's EGM standards. Electric power and telephone connection locations shall be mutually agreed to by Company and the Customer. Failure to provide power and telephone will be considered non-compliance with the EGM obligation and transportation service will be terminated within 30 days written notice to the Customer. The Customer will be placed into the appropriate rate schedule based on annual consumption. A minimum of twelve (12) months must pass for the Customer to again qualify for the transportation service. The Customer will also be required to comply with the EGM requirements before being moved to the transportation rate schedule.

DATE OF ISSUE: April 1, 2022

DATE EFFECTIVE: May 1, 2022

ISSUED BY: Scott Weitzel, Vice President, Regulatory & Governmental Affairs
Spire Missouri Inc., St. Louis, MO. 63101

TRANSPORTATION SERVICE
TS

I. Electronic Gas Measurement Equipment (EGM)

Definitions

Meter Site:

A gas metering facility that serves a single or multiple contiguous meter runs at one location. Meters must be within a 50 foot radius to be considered contiguous.

Instrument Point:

A metering device which provides a record of the flow of natural gas into the Customer's premises. There may be multiple instrument points at a single meter site.

Other Provisions

Company will endeavor to coordinate the installation of all facilities required herein with customer as soon as practicable following the effective date of this tariff. Company will permit customer to finance the EGM equipment over a three (3) year period at 5% per annum.

In the event that the EGM equipment should fail, mechanical uncorrected readings will be used, except for Orifice meter installations where historical data will be used to estimate billing data as provided in the Company's Rules and Regulations Usage Estimating Procedure.

Customer shall hold Company harmless from all claims for trespass, injury to persons, or damage to lawns, trees, shrubs, buildings or other property that may be caused by reason of the installation, operation, or replacement of the EGM equipment or Customer connection and other necessary equipment to serve the Customer unless it shall affirmatively appear that the injury to persons or damage to property complained of has been caused by willful default or negligence on the part of the Company or its accredited personnel.

DATE OF ISSUE: April 1, 2022

DATE EFFECTIVE: May 1, 2022

ISSUED BY: Scott Weitzel, Vice President, Regulatory & Governmental Affairs
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HUMAN NEEDS TRANSPORT PROGRAM
HNTP

A. Overview:

In the event the Company is unable to meet total natural gas requirements due to extreme weather conditions, reduction in supply, or other system operating conditions, or a combination thereof, the Company shall treat customers within this program the same as the residential customer class in order to protect basic human needs that these customers provide. This rate class shall accept applications to the extent the Company is able to procure sufficient transportation assets to serve the prospective customer.

B. Eligibility:

This program is available to customers that operate and provide services to protect basic human needs. Customers eligible for this program include Level 1-3 trauma hospitals, nursing homes, jails and/or prisons, grocery stores and associated distribution centers, police, fire, and government emergency management facilities, natural gas and electric utility facilities, water and wastewater utility facilities, airports, pharmaceutical production facilities, and any other transportation customer which, in Company's discretion, provides a comparably critical community service.

C. Application Process:

In order to participate in this program, a customer must submit an application to the Company that provides reasonable information demonstrating that natural gas service is an essential component to its operations and its business provides critical services for communities the customer serves within the Company's service area. Applications to participate in this rate class must be received by June 1 for the following heating season. Upon acceptance into this rate class, customers must remain in the class for a period of at least one year. The Company will provide written notice of its decision on each application.

DATE OF ISSUE: April 1, 2022

DATE EFFECTIVE: May 1, 2022

ISSUED BY: Scott Weitzel, Vice President, Regulatory & Governmental Affairs
Spire Missouri Inc., St. Louis, MO. 63101

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

HUMAN NEEDS TRANSPORT PROGRAM
HNTF

D. Transportation Capacity:

The Company will release to the participating Human Needs Transport customers or their Retail Gas Marketer (RGM), primary firm transportation capacity on Enable Mississippi River Transmission Corporation and/or Spire STL (for Spire East) and Southern Star Central (for Spire West) interstate pipelines at the Company's cost of such capacity in accordance with the capacity release procedures contained in the respective Federal Energy Regulatory Commission approved pipeline tariff. The cost of capacity shall be the blended capacity rate for all contracts on an interstate pipeline. Participating transport customers may also specify which of the aforementioned pipelines it would like to take capacity from by making such request to the Company. Such requests must be made annually in writing, by September 1 of each year. Final determination on capacity release will be based on operational availability by the Company.

Such capacity shall be released to and taken on a recallable basis, but will not be recalled by the Company unless requested by the participating Human Needs Transport customers or their RGM and agreed to by the Company, or unless the participating Human Needs Transport customers or their RGM fails to deliver gas supplies in accordance with the Adjusted Delivery Schedule, as further adjusted for any imbalance, as set forth in Section E. The amount of capacity released during the respective November through March winter month season and April through October summer month season shall equal one hundred and ten percent (110%) of the maximum daily use based on the most recent seven years of usage for each respective season, as adjusted for participating human needs customers or their RGM account additions and drops. If such maximum daily use history is not available, Company shall estimate such maximum daily use based on other available data, including daily use, weather algorithms, and maximum daily nominations.

DATE OF ISSUE: April 1, 2022

DATE EFFECTIVE: May 1, 2022

ISSUED BY: Scott Weitzel, Vice President, Regulatory & Governmental Affairs
Spire Missouri Inc., St. Louis, MO. 63101

HUMAN NEEDS TRANSPORT PROGRAM
HNTTP

E. Balancing and Payments:

Balancing: Customers participating in the HNTTP program will remain subject to the Cash-Out and Penalty provisions of the Transportation Service Tariff.

Payments: Payment for such service shall be due the later of the due date appearing on each individual bill or ten (10) days from the date the Company submits an aggregated electronic billing statement, if any, to the RGM. In the absence of such an aggregated billing statement, the Company shall provide individual Transport Customers monthly billing data in electronic format to the RGM.

F. Incremental Gas Supply Costs:

So as to ensure that this aggregation program will not have any negative impact on the Company or its other customers, and that the charges for the service produce revenues sufficient to recover all incremental costs of the service, charges for this service shall be adjusted, as necessary, to fully recover the incremental cost of providing the service, to the extent such costs are not otherwise recovered through other provisions of this tariff. Any under collection shall be recovered over a period of twelve (12) months. Payments for capacity made available by the Company under Section E shall not be considered capacity release revenues, and shall be credited to the Deferred Purchase Gas Cost Account, provided that the Company may seek to recover, through an Actual Cost Adjustment, any losses in such revenues that the Company experiences as a result of making such capacity available, and provided further that the Company shall not be required to absorb the cost of any pipeline capacity formerly reserved to satisfy the requirements of the transport customers prior to the onset of the program.

G. General:

Except as otherwise set forth in this HNTTP tariff, all HNTTP customers remain subject to all other provisions of the Transportation Service tariff.

DATE OF ISSUE: April 1, 2022

DATE EFFECTIVE: May 1, 2022

ISSUED BY: Scott Weitzel, Vice President, Regulatory & Governmental Affairs
Spire Missouri Inc., St. Louis, MO. 63101

P.S.C. MO. No. 9
CANCELLING P.S.C. MO. No. 9

First Revised
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SHEET No. 16.3
SHEET No. 16.3

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

Reserved for Future Use

DATE OF ISSUE: April 1, 2022

DATE EFFECTIVE: May 1, 2022

ISSUED BY: Scott Weitzel, Vice President, Regulatory & Governmental Affairs
Spire Missouri Inc., St. Louis, MO. 63101

P.S.C. MO. No. 9
CANCELLING P.S.C. MO. No. 9

First Revised
Original

SHEET No. 16.4
SHEET No. 16.4

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

Reserved for Future Use

DATE OF ISSUE: April 1, 2022

DATE EFFECTIVE: May 1, 2022

ISSUED BY: Scott Weitzel, Vice President, Regulatory & Governmental Affairs
Spire Missouri Inc., St. Louis, MO. 63101

P.S.C. MO. No. 9
CANCELLING P.S.C. MO. No. 9

First Revised
Original

SHEET No. 16.5
SHEET No. 16.5

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

Reserved for Future Use

DATE OF ISSUE: April 1, 2022

DATE EFFECTIVE: May 1, 2022

ISSUED BY: Scott Weitzel, Vice President, Regulatory & Governmental Affairs
Spire Missouri Inc., St. Louis, MO. 63101

P.S.C. MO. No. 9
CANCELLING P.S.C. MO. No. 9

First Revised
Original

SHEET No. 16.6
SHEET No. 16.6

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

Reserved for Future Use

DATE OF ISSUE: April 1, 2022

DATE EFFECTIVE: May 1, 2022

ISSUED BY: Scott Weitzel, Vice President, Regulatory & Governmental Affairs
Spire Missouri Inc., St. Louis, MO. 63101

P.S.C. MO. No. 9
CANCELLING P.S.C. MO. No. 9

First Revised
Original

SHEET No. 16.7
SHEET No. 16.7

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

Reserved for Future Use

DATE OF ISSUE: April 1, 2022

DATE EFFECTIVE: May 1, 2022

ISSUED BY: Scott Weitzel, Vice President, Regulatory & Governmental Affairs
Spire Missouri Inc., St. Louis, MO. 63101

P.S.C. MO. No. 9
CANCELLING P.S.C. MO. No. 9

First Revised
Original

SHEET No. 16.8
SHEET No. 16.8

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

Reserved for Future Use

DATE OF ISSUE: April 1, 2022

DATE EFFECTIVE: May 1, 2022

ISSUED BY: Scott Weitzel, Vice President, Regulatory & Governmental Affairs
Spire Missouri Inc., St. Louis, MO. 63101

P.S.C. MO. No. 9
CANCELLING P.S.C. MO. No. 9

First Revised
Original

SHEET No. 16.9
SHEET No. 16.9

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

Reserved for Future Use

DATE OF ISSUE: April 1, 2022

DATE EFFECTIVE: May 1, 2022

ISSUED BY: Scott Weitzel, Vice President, Regulatory & Governmental Affairs
Spire Missouri Inc., St. Louis, MO. 63101

P.S.C. MO. No. 9
CANCELLING P.S.C. MO. No. 9

First Revised
Original

SHEET No. 16.10
SHEET No. 16.10

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

Reserved for Future Use

DATE OF ISSUE: April 1, 2022

DATE EFFECTIVE: May 1, 2022

ISSUED BY: Scott Weitzel, Vice President, Regulatory & Governmental Affairs
Spire Missouri Inc., St. Louis, MO. 63101

P.S.C. MO. No. 9
CANCELLING P.S.C. MO. No. 9

First Revised
Original

SHEET No. 16.11
SHEET No. 16.11

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

Reserved for Future Use

DATE OF ISSUE: April 1, 2022

DATE EFFECTIVE: May 1, 2022

ISSUED BY: Scott Weitzel, Vice President, Regulatory & Governmental Affairs
Spire Missouri Inc., St. Louis, MO. 63101

P.S.C. MO. No. 9
CANCELLING P.S.C. MO. No. 9

First Revised
Original

SHEET No. 16.12
SHEET No. 16.12

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

Reserved for Future Use

DATE OF ISSUE: April 1, 2022

DATE EFFECTIVE: May 1, 2022

ISSUED BY: Scott Weitzel, Vice President, Regulatory & Governmental Affairs
Spire Missouri Inc., St. Louis, MO. 63101

P.S.C. MO. No. 9
CANCELLING P.S.C. MO. No. 9

First Revised
Original

SHEET No. 16.13
SHEET No. 16.13

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

Reserved for Future Use

DATE OF ISSUE: April 1, 2022

DATE EFFECTIVE: May 1, 2022

ISSUED BY: Scott Weitzel, Vice President, Regulatory & Governmental Affairs
Spire Missouri Inc., St. Louis, MO. 63101

P.S.C. MO. No. 9
CANCELLING P.S.C. MO. No. 9

First Revised
Original

SHEET No. 16.14
SHEET No. 16.14

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

Reserved for Future Use

DATE OF ISSUE: April 1, 2022

DATE EFFECTIVE: May 1, 2022

ISSUED BY: Scott Weitzel, Vice President, Regulatory & Governmental Affairs
Spire Missouri Inc., St. Louis, MO. 63101

P.S.C. MO. No. 9
CANCELLING P.S.C. MO. No. 9

First Revised
Original

SHEET No. 16.15
SHEET No. 16.15

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

Reserved for Future Use

DATE OF ISSUE: April 1, 2022

DATE EFFECTIVE: May 1, 2022

ISSUED BY: Scott Weitzel, Vice President, Regulatory & Governmental Affairs
Spire Missouri Inc., St. Louis, MO. 63101

P.S.C. MO. No. 9
CANCELLING P.S.C. MO. No. 9

First Revised
Original

SHEET No. 16.16
SHEET No. 16.16

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

Reserved for Future Use

DATE OF ISSUE: April 1, 2022

DATE EFFECTIVE: May 1, 2022

ISSUED BY: Scott Weitzel, Vice President, Regulatory & Governmental Affairs
Spire Missouri Inc., St. Louis, MO. 63101

Spire Missouri Inc. d/b/a/ Spire

For: Spire Missouri

RULES AND REGULATIONS

21. Emergency Curtailment Plan

In the event the Company is unable to meet total natural gas requirements due to extreme weather conditions, reduction in supply, or other system operating conditions, or a combination thereof, the Company shall temporarily curtail natural gas loads to the extent necessary to maintain service required to protect basic human needs. This reduction shall be accomplished through the following steps which are designed to protect industry, commercial enterprise, and basic human needs to the extent possible during such periods of supply deficiency.

The Company reserves the right to deviate from the prescribed steps on a system-wide basis in the event that it becomes necessary to protect isolated areas from a supply deficiency. This deviation shall be limited to the extent required to protect basic human needs within such areas.

21.1 Curtailment Steps

Step 1. All service to ~~transportation~~ Service ceCustomers is to be interrupted, except for school aggregation and HNTTP customers.

Step 2. All sales service to firm sales customers with alternate fuel capabilities is to be curtailed to the extent of such alternate fuels, to the extent such capabilities are known to the Company.

Step 3. Before implementing further curtailment steps, the Company shall request voluntary load reduction of all customers.

Step 4. Curtail all schools using natural gas for heating to the lowest temperature levels consistent with building protection and suspend operations of all industrial customers with firm contracts with gas usage to be reduced to minimum volumes essential only for dormant plant and product protection. Building protection, dormant plant and product protection volumes are those volumes necessary to maintain space heat at 55 degrees fahrenheitFahrenheit, plus volumes necessary to maintain equipment in an idle (non-production) state. Such curtailment shall not be applicable to essential food processors and applications or uses required for the maintenance of essential public services.

Step 5. Curtail remaining commercial and industrial customers to minimum building protection, dormant plant and product protection volumes. Such curtailment shall not be applicable to hospitals, nursing homes, apartments, and other entities providing critical needs and Customers enrolled in who are in the Company's the hHuman nNeeds applicationsTransport Program. Building protection, dormant plant and product protection volumes are those volumes necessary to maintain space heat at 55 degrees fahrenheitFahrenheit, plus volumes necessary to maintain equipment in an idle (non-production) state.

Step 6. If necessary to maintain system integrity, implement controlled outages.

DATE OF ISSUE: ~~April 1, 2022~~~~November 23, 2024~~ DATE EFFECTIVE: ~~May 1, 2022~~~~December 23, 2024~~

ISSUED BY: Scott A. Weitzel, ~~Vice President~~~~Managing Director~~, Regulatory &
~~Governmental~~~~Legislative~~ Affairs
Spire Missouri Inc., St. Louis, MO. 63101

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RULES AND REGULATIONS

21. Emergency Curtailment Plan (continued).

21.2 Emergency Exemption

Emergency exemptions may be requested by customers for 24 – 48-hour periods to complete work in process. Granting of these exceptions will be based on the severity of supply deficiency with primary regard for human need.

21.3 Relief from Liability

The Company shall be relieved of all liabilities, penalties, charges, payments, and claims of whatever kind, contractual or otherwise, resulting from or arising out of the Company's failure to deliver all or any portion of the volumes of gas desired by any particular customer or group of customers to the extent that such failure results from the implementation of the Emergency Curtailment Plan herein prescribed or from any other orders or directives of duly constituted authorities, including, but not limited to, all regulatory agencies having jurisdiction in the premises.

21.4 Precedence

To the extent that this rule, or any provision(s) hereof, conflict with any other provision(s) of the Company's filed tariff, Rules and Regulations, or contracts, this rule shall take precedence.

DATE OF ISSUE: ~~November 23, 2021~~ April 1, 2022
DATE EFFECTIVE: ~~December 23, 2021~~ May 1, 2022

ISSUED BY: Scott A. Weitzel, ~~Managing Director, Vice President,~~ Regulatory & Governmental
Legislative Affairs

Spire Missouri Inc., St. Louis, MO. 63101

